



City of West University Place

A Neighborhood City

CITY COUNCIL

Susan Sample, Mayor
Vacant, Mayor Pro Tem
Bob Higley, Councilmember
Kellye Burke, Councilmember
Mardi Turner, Councilmember

STAFF

M. Christopher Peifer, City Manager
Alan Petrov, City Attorney
Thelma Gilliam, City Secretary

City Council Meeting Agenda

Notice is hereby given of a workshop and regular City Council meeting of West University Place to be held on **Monday, October 22, 2018** beginning at **6:00 p.m.** in the **Municipal Building** located at 3800 University Boulevard, West University Place, Texas, for the purpose of considering the following agenda items

Note: All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

WORKSHOP (Council Chambers at 6:00 p.m.)

Call to Order
Matters related to notice of this meeting

Agenda Items:

1. Discussion Regarding Appointment of Member to City Council

Matters related to the discussion regarding possible appointment of a councilmember to fill the vacancy due to Wayne Franklin's resignation. *Recommended Action: Discuss and take any desired action. City Council*

2. Recess Workshop and Convene Executive Session in Council Conference Room

Notice is hereby given that the City Council will convene into executive session in accordance with the following provisions of Chapter 551 of the Texas Government Code:

Section 551.074 – Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Councilmember

3. Close Executive Session and Adjourn Workshop

Matters related to closing the executive session and adjourning the workshop.

REGULAR MEETING (Council Chambers at 6:30 p.m.)

Call to Order
Pledge of Allegiance – Members of Cub Scout Pack 806 will lead the Pledge
Matters related to the notice of this meeting

Agenda Items:

4. Consider Appointing Member to City Council

Matters related to the appointment of a councilmember to fill the vacancy due to Wayne Franklin's resignation. *Recommended Action: Discuss and take any desired action. **City Council***

5. Public Comments

This is an opportunity for citizens to speak to Council relating to agenda and non-agenda items. If the topic the speaker wishes to address is on the agenda, the speaker can either speak at this time or defer his/her comments until such time the item is discussed. Speakers are advised that comments cannot be received on matters which are the subject of a public hearing once the hearing has been closed. Public comments must be kept relevant to the subject before the Council. The presiding officer shall rule on the relevance of comments. Persons making irrelevant, personal, impertinent, or slanderous remarks may be barred by the presiding officer from further comment before the Council during the meeting. Speakers are required to register in advance and must limit their presentations to three minutes each.

6. AT&T Rezone Application

Matters related to the consideration of an ordinance calling for a joint public hearing as proposed by the Zoning and Planning Commission. *Recommended Action: Discuss and take any desired action. **Mr. Dave Beach, Assistant City Manager/Public Works Director and Mr. Richard Wilson, Chair of the Zoning and Planning Commission*** [see Agenda Memo 6]

7. Tri-Sports Memorandum of Understanding

Matters related to a Memorandum of Understanding between Tri-Sports and the City of West University Place. *Recommended Action: Approve Memorandum of Understanding with Tri-Sports. **Ms. Susan White, Parks and Recreation Director*** [see Agenda Memo 7]

8. West U Aquatics Club/Piranhas Swim Team Memorandum of Understanding

Matters related to a Memorandum of Understanding between the West U Aquatics Swim Team (DBA Piranhas Swim Team) and the City of West University Place. *Recommended Action: Approve Memorandum of Understanding with the West U Aquatics Swim Team/Piranhas Swim Team. **Ms. Susan White, Parks and Recreation Director*** [see Agenda Memo 8]

9. West U Baptist Church Memorandum of Understanding

Matters related to a Memorandum of Understanding between the West U Baptist Church and the City of West University Place. *Recommended Action: Approve Memorandum of Understanding with the West U Baptist Church. **Ms. Susan White, Parks and Recreation Director*** [see Agenda Memo 9]

10. Consent Agenda

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

A. City Council Minutes

Approve City Council Action Minutes for the Special Meeting of October 1, 2018, the Regular Meeting October 8, 2018, and the special meeting of October 15, 2018. *Recommended Action: Approve Minutes. **Ms. Thelma Gilliam, City Secretary*** [see Action Minutes]

B. Ordinance Dedicating Jennie Elizabeth Hughes Park as Parkland

Matters related to the second and final reading of an ordinance dedicating Elizabeth Hughes Park as a public park. *Recommended Action: Approve ordinance dedicating Elizabeth Hughes Park as a Public Park on the second and final reading. Ms. Susan White, Parks and Recreation Director* [see Agenda Memo 10B]

C. Ordinance Regarding Park Curfew Hours

Matters related to discussion and approval of an ordinance regarding Park Curfew Hours on the second and final reading. *Recommended Action: Approve ordinance designating park curfew hours on the second and final reading. Ms. Susan White, Parks and Recreation Director* [see Agenda Memo 10C]

D. Quarterly Investment Report

Matters related to Council receiving the City's Quarterly Investment Report. *Recommended Action: Discuss and take any desired action. Mr. Harrison Nicholson, Treasurer* [see Agenda Memo 10D]

E. Ordinance Adopting the 2019 Fee Schedule

Matters related to adoption of the City's Fee Schedule on second and final reading. *Recommended Action: Approve ordinance adopting the City's 2019 Fee Schedule on second and final reading. Ms. Marie Kalka, Finance Director* [see Agenda Memo 10E]

F. Appointment to the Friends of West U Parks Fund, Inc.

Matters related to a resolution appointing Stephen Olson to Position 15 of the Friends of West U Parks Fund, Inc. *Recommended Action: Adopt resolution appointing Stephen Olson to Position 15 of the Friends of West U Parks Fund, Inc. Ms. Susan White, Parks and Recreation Director* [see Agenda Memo 10F]

11. Adjourn

In compliance with the Americans with Disabilities Act, if you plan to attend this public meeting and you have a disability that requires special arrangements, please contact City Secretary Thelma Gilliam at 713.662.5813 at least 24 hours prior to the meeting so that reasonable accommodations can be made to assist in your participation in the meeting. The Council Chambers is wheel chair accessible from the west entrance and specially marked parking spaces are available in the southwest parking area. Special seating will be provided.

I certify that the attached notice and agenda of items to be considered by the West University Place City Council on October 22, 2018 was posted on the Municipal Building bulletin board on October 18, 2018 at approximately 4:30 o'clock p.m.

(SEAL)



Thelma A. Gilliam, TRMC, CMC, City Secretary

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	October 22, 2018	AGENDA ITEM:	6
DATE SUBMITTED:	October 17, 2018	DEPARTMENT:	Public Works
PREPARED BY:	Debbie Scarcella, City Planner	PRESENTER:	Dave Beach, Public Works Director; Richard Wilson, ZPC Chair
SUBJECT:	Preliminary Report and Ordinance Calling for a Joint Public Hearing to Consider the ATT Rezoning Application		
ATTACHMENTS:	Ordinance Calling for a Joint Public Hearing		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO.:	N/A		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

The application by the property owner, AT&T (Southwestern Bell), is to rezone six abutting lots that have been developed as parking for the main ATT structures fronting on Bellaire Boulevard and Academy. The lots are located along Ruskin Street at the corner of Academy and Ruskin. The applicant is asking to rezone the lots from Single Family (Detached) 3 (SF3) to a newly created Planned Development District-Single Family 3(PDD-SF3). PDD-SF3 specific regulations are also included with the rezoning request.

The site was originally developed as single family residential. There were 10 abutting lots that fronted on Ruskin Street. In 1970, four of the lots (One through Four) were granted a special exception for use as parking for Southwestern Bell (SWBT) vehicles and the vehicles in use by SWBT employees. There were restrictions associated with the special exception as to plantings, fencing, lighting, etc. Additional lots (Five through Ten) were included in a second special exception in 1975. The underlying zoning designation for lots Five through Ten has remained residential, but subsequent zoning ordinance amendments and zoning map adoptions have at different times changed to townhome ("Ruskin Townhome District") and eventually to the current PDD-SF2 designation. Lots One through Four have remained in the SF3 District.

The proposed PDD-SF3 District has the same restrictions and requirements as the SF3 District. Both only allow residential use, have the same setbacks and height and area restrictions, curb cut and driveway restrictions, etc. The proposed language authorizes the use of the parking area when ATT or a similar telecommunications company is occupying the abutting site. This authorization is by right and does not require additional approvals. The regulations allow for loading and unloading of the vehicles, inventory and supply of the vehicles and other activities that are normally taken by employees. The proposed language would prohibit signage and commercial style lighting and limit hours of operation. They require an opaque fence, landscaping and gates. If the property is not occupied by ATT or a similar telecommunications company, the use of the property reverts to single-family (detached) use.

RECOMMENDATION

The Zoning and Planning Commission and staff recommend that City Council call for a joint public hearing between council and the ZPC to hear more information and public comments regarding the application.

**City of West University Place
Harris County, Texas**

Ordinance No. _____

AN ORDINANCE CALLING A JOINT PUBLIC HEARING ON A PROPOSAL TO AMEND THE ZONING ORDINANCE AND CODE OF ORDINANCES OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS SO AS TO CREATE A NEW THIRD SINGLE FAMILY PLANNED DEVELOPMENT DISTRICT (PDD-SF3) AND CHANGE THE ZONING DISTRICTS FOR A CERTAIN BUILDING SITE LOCATED AT THE CORNER OF THE INTERSECTION OF ACADEMY AND RUSKIN STREET (LOTS 1-6, BLOCK 25, COLLEGEVIEW SECTION ONE) BY INCLUDING THOSE LOTS IN THE DISTRICT; ADD LANGUAGE ESTABLISHING THE DISTRICT SPECIFIC REGULATIONS; PRESCRIBING PROCEDURES AND NOTICES; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

WHEREAS, the Zoning and Planning Commission ("Z&PC") of the City of West University Place, Texas ("City") has submitted a preliminary report on a proposal to amend the zoning ordinance of the City, as last reformatted and re-adopted by Ordinance No. 1672, adopted March 12, 2001, and as amended thereafter ("Zoning Ordinance"); and

WHEREAS, the preliminary report also proposes an amendment to the Code of Ordinances of the City including the creation of a new zoning district classification; a zoning district change for the building site located at the corner of the intersection of Academy and Ruskin Street, more fully described as Lots One through Six of Block Twenty-five out of the Collegeview Section One Subdivision of Harris County, Texas; language that will establish district specific regulations; and zoning district map change.

WHEREAS, the Z&PC's preliminary report is attached to this ordinance as Exhibit A and made a part of this ordinance by reference; and

WHEREAS, the City Council desires to call a joint public hearing on such proposal;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE:

Section 1. The City Council hereby calls a joint public hearing before the City Council and Z&PC on the proposal described in Exhibit A. Unless rescheduled, the hearing shall be held in the Council Chamber of the Municipal Building, 3800 University Boulevard, West University Place, Texas 77005 during the City Council meeting set to begin at 6:30 p.m. on _____. The hearing may be recessed and continued

to the City Council meeting set to begin at 6:30 p.m. on _____ at the same place, unless rescheduled. The City Manager may reschedule either date and time, or both, to accommodate other pending matters, but the rescheduled date(s) and time(s) may not be later than 30 days past the later of the two dates set by this ordinance.

Section 2. The purpose for the hearing is to provide an opportunity for parties in interest and citizens to be heard in relation to the proposal described in Exhibit A.

Section 3. The procedures for adoption of the proposal shall be as follows: (1) notice as required by this ordinance, (2) hearing as called by this ordinance, (3) report by the Z&PC, and (4) vote by the City Council on the question of adoption. The procedures for enforcing the proposal shall be as set out in the existing Zoning Ordinance. The proposal described in Exhibit A is hereby submitted and re-submitted to the Z&PC for its consideration.

Section 4. The City Secretary shall give notice of such hearing as prescribed by this section. The notice shall be in substantially the form set out in Exhibit B, which is attached and made a part of this ordinance by reference. The notice shall be published in the City's official newspaper (or another newspaper of general circulation in the City) at least once on or before the 16th day preceding the date of the hearing. In addition, the notice shall be mailed to the persons on the mailing list for the *City Currents* newsletter. The notices shall be deposited in the United States mail on or before ninth day preceding the date of the hearing, properly addressed with postage prepaid. Alternately, the notices may be included within the newsletter or with utility bills or may be separate. The City Council specifically approves giving combined notice of two or more hearings in a single notice document, as this would save money and also provide better information about the full scope of possible amendments to all interested persons.

Section 5. The City staff is authorized to make all necessary arrangements for the hearing and to assist the Zoning and Planning Commission and the City Council.

Section 6. If any word, phrase, clause, sentence, paragraph, section or other part of this ordinance, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this ordinance and the application of such word, phrase, clause, sentence, paragraph, section or other part of this ordinance to any other persons or circumstances shall not be affected thereby. All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

Section 7. The City Council officially finds, determines and declares that sufficient written notice of the date, hour, place and subject of each meeting at which this ordinance was discussed, considered or acted upon was given in the manner required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended, and that such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies,

approves and confirms such notices and the contents and posting thereof.

Section 8. Because the proposal to amend the Zoning Ordinance is vitally important and should be considered at the earliest possible date, a state of emergency is declared requiring that this ordinance be read and adopted finally at this meeting. Accordingly, this ordinance shall be adopted finally on first reading and shall become effective immediately upon adoption and signature.

PASSED, APPROVED, ADOPTED AND SIGNED on _____, 20____.

Attest/Seal: _____
City Secretary

Signed: _____
Mayor

Recommended:

City Manager

Approved as to legal form:

City Attorney

Exhibit A

Zoning & Planning Commission

City of West University Place, Texas
3800 University Boulevard
West University Place, Texas 77005

September 13, 2018

Honorable Mayor &
Members of the City Council
City of West University Place
3808 University Boulevard
Houston, Texas 77005

Subject: Preliminary report on a request to amend the Zoning Ordinance and Code of Ordinances, including the Zoning District Map of the City of West University Place, Texas ("City") by establishing a new Third Single Family - Planned Development District (PDD-SF3) in the Third Single Family (Detached)(SF3) District.

To the Honorable Mayor
& Members of City Council:

The Zoning & Planning Commission of the City submits this, its preliminary report, on the subject proposal, for the assistance of the Council as well as other interested persons.

Scope of Proposal. The purpose of this proposal is to amend the Zoning Ordinance and Zoning District Map by changing the zoning district designation of the building site located at the corner of the intersection of Academy and Ruskin Street, more fully described as Lots One through Six in Block Twenty-five of the Collegeview Section One subdivision. This request by the property owner, AT&T (Southwestern Bell), is to rezone six abutting lots that have been developed as parking for the main ATT structure fronting on Bellaire Boulevard.

The site was originally developed as single family residential. There were 10 abutting lots that fronted on Ruskin Street. In 1970, four of the lots (One through Four) were granted a special exception for use as parking for the then Southwestern Bell (SWBT) vehicles and the vehicles in use by the SWBT employees. Five years later in 1975, a second exception was granted for parking of vehicles on Lots Five through Ten, restricting Lots

Seven through Ten to passenger vehicles only. There were restrictions associated with the special exception as to plantings, fencing, lighting, etc. The underlying zoning designation for lots Five through Ten has remained residential, but subsequent zoning ordinance amendments and zoning map adoptions have at different times changed to townhome "Ruskin Townhome District" and eventually to the current PDD-SF2 designation. Lots One through Four have remained in the SF3 District.

The proposal is to create a new third single family planned development district (PDD-SF3) that includes lots 1-6 of block 25. The proposal includes language (See Attachment 1 to this report) that establishes single family district three regulations as the underlying regulations. Two notes to Table 7-1 will allow for the existing parking lot as long as the property is owned by ATT or a similar telecommunications company. The proposal will allow ATT owned vehicles access and will allow for the loading and unloading of these vehicles. It will also allow for the inventory and supply of equipment to those vehicles as well as access to the vehicles for various employee activities. The proposal limits hours of operation, entry and exit for certain streets, prohibits signage, other structures, and requires fencing and landscaping. Conforming language in certain chapters is included.

Preliminary Recommendation. Subject to further review following public hearing, the Commission recommends that the City Council call a joint public hearing to consider this matter. The Commission invites all interested persons to participate in the joint public hearing.

The Vote. The vote on approval of this report was as follows: Wilson, McEnany, Cutrer, Johnston and Brantley voted "aye;" Tsai and Jensen voted "no;" none absent.

Respectfully submitted:

ZONING AND PLANNING COMMISSION OF THE
CITY OF WEST UNIVERSITY PLACE, TEXAS

By: Richard D. Wilson
For the Commission

Attachment 1

West University Place Zoning Ordinance – Proposed PDD-SF3

Table 5-1		<i>General Rule:</i> This table prescribes the minimum dimensions for building sites, by District. ("DU" means "dwelling unit.") <i>Exceptions/Special Rules:</i> (1) See PDD Schedules for planned development districts. (2) See special notes in table. (3) The Z&PC may establish different dimensions by approving a plan, plat or replat (see Article 5).									
Item	Measurement	PDD-SF1	PDD-SF2	PDD-SF3	PDD-TH1	PDD-TH2	PDD-TH4	PDD-TH5	PDD-TH7		PDD-C1
Old building sites (before October 24, 1987) See Notes 1 and 2	Width, minimum	50 ft.			N/A						50 ft.
	Depth, minimum	100 ft.			N/A						N/A
	Area, minimum	5,000 sq. ft.			2,000 sq. ft. per DU						5,000 sq. ft.
New building sites (on or after October 24, 1987) See Note 3.	Width, minimum	75 ft.			N/A						50 ft.
	Depth, minimum	110 ft.			N/A						N/A

	Area, minimum	8,250 sq. ft.	2,000 sq. ft. per DU		5,000 sq. ft.
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Note 1. 4,500 Square Foot Exception . A structure may be located on an old building site with at least 40 feet of width and at least 4,500 square feet of total area, if the building site: (i) was improved with a principal building in existence on the 1987 effective date or for any period of twenty consecutive years prior to the 1987 effective date, under circumstances where there was no additional land used for the building site, and (ii) was created by subdivision plat and not made smaller thereafter except to provide public right of way or to accommodate physical encroachments, or as specifically allowed by Article 5.

Note 2. 4,300 Square Foot Exception. A structure may be located on an old building site with at least 40 feet of width and at least 4,300 square feet of total area, if the building site: (i) was created by subdivision plat approved by the city council or the Z&PC, (ii) has not been made smaller thereafter for any reason.

Note 3. Certain Re-Subdivisions After October 24, 1987 . A subdivided lot in a SF-1, SF-3 or GR-1 District may be further subdivided to produce a building site with less than seventy-five (75) feet of width or less than one hundred ten (110) feet of depth if all applicable procedures under state law and the City's ordinances, rules and regulations are followed and one of the following three sets of circumstances is present: (A) All portions of the subdivided lots are added to adjoining subdivided lots. (B) The number of lots is not increased, and all resulting lots have: (i) a depth greater than or equal to the depth of the shallowest lot before the re-subdivision, and (ii) a width greater than or equal to the width of the narrowest lot before the re-subdivision; provided that no resulting lot is irregularly shaped (unless it was so shaped before the re-subdivision). (C) A portion of the subdivided lot is needed for City use or utility or service use.

TABLE 7-1

Table 7-1		<i>General Rule:</i> Within each District: uses marked "A" are allowed, uses marked "SE" are allowed only to the extent authorized by a special exception (see Note 3), and uses marked "X" are prohibited. <i>Exceptions/Special Rules:</i> (1) See PDD Schedules for planned development districts. (2) See special rules noted in table. The ZBA is authorized to issue all special exceptions mentioned in this Table.								
Use Category	Specific Use	PDD-SF1	PDD-SF2	PDD-SF3	PDD-TH1	PDD-TH2	PDD-TH4	PDD-TH5	PDD-TH7	PDD-CI
Residential	Single-family (detached)	A See Notes 1 and 7								A
	Single-family (attached)	X See Note 8			A See Note 1		A See Notes 1 and 7	A See Note 1		X
	Other residential	X	X	X	X	X	X	X	X	X
Public and Semi-Public	Park, playground, or community center (public), school (public), place of worship	A See Notes 1 and 3								A See Notes 3 and 4
	Private green space	See Notes 1 and 2								
	School (other) See Note 9	X	X	X	X	X	X	X	X	X See Note 3

	Utility or service use. See Art. 8 .	A See Note 1								
	PWSF use.	A or SE See PWSF Schedule. See Note 1								
Commercial See Article 8 regarding certain sexually oriented businesses.	Light commercial	X	See Note 5	See Notes 12 & 13	X	X	X	X	X	See Notes 6 and 11
	Medium commercial	X	See Note 5		X	X	X	X	X	X
All other uses		X	X	X	X	X	X	X	X	X

Note 1. High-density occupancies in SF District . High-density occupancies are allowed in SF Districts only to the extent authorized by a special exception. The ZBA may issue such a special exception if it finds and determines that the occupancy is a use that is (i) accessory to a lawful primary use and (ii) reasonably compatible with nearby sites and their uses (in addition to any other findings and determinations required for a special exception). *Note :* A previously-issued special exception that authorized a use with a high-density occupancy is sufficient to comply with this note.

Note 2. Private Green Space. Vineyards, gardens, landscaping, private playgrounds and other similar uses that are predominantly pervious, vegetated and non-commercial are allowed in all districts. Unless otherwise authorized by a special exception, the only structures allowed are fences, playground equipment and landscaping structures (e.g., low, retaining walls, borders, etc.). The ZBA may issue a special exception to authorize other structures. The special exception shall include a site plan specifying and limiting allowable structures. If so ordered by the ZBA, the site plan controls over any other ordinance to the contrary. However, the site plan may not specify yards (or "setbacks") different from those otherwise required, unless the ZBA finds that the different yards are: (i) necessary for efficient use of the available space and (ii) compatible with nearby sites and their uses. The special exception may allow accessory structures without a principal building.

Note 3. Accessory Uses and Structures. In the indicated districts, the ZBA may issue a special exception to authorize additional uses and structures, if the ZBA finds and determines that each additional use and structure is: (i) accessory to a lawful primary use and (ii) compatible with nearby sites and their uses. The special exception may include a site plan identifying and limiting such uses and structures.

Note 4. Park, Playground, Etc. In the C District, a park, playground or community center may be privately or publicly owned.

Note 5. Parking Use in PDD-SF2. The ZBA may issue a special exception to authorize parking of motor vehicles in connection with nearby commercial activities, upon approval by the ZBA of the types of vehicles, design of parking facilities (including landscaping, paving, lighting, fences or walls, signs, etc.) and curb cuts, all of which may be included as site-specific conditions of the special exception.

Note 6. Light Office Use in PDD-C1. The only commercial use allowed in PDD-C1 is light office use, meaning offices for conducting real estate, insurance and other similar businesses and the offices of the architectural, clerical, engineering, legal, dental, medical and other established and recognized professions, in which only such personnel are employed as are customarily required for the practice of such business or profession.

Note 7. Garden-style use in PDD-TH4. "Garden-style" single family detached use is allowed in PDD-TH4 if authorized by a site plan meeting the requirements of Ordinance No. 1560, adopted October 12, 1998, which is continued in effect for the original site plan and for amendments and replacements of that plan. Such a site plan, after approval by ordinance in accordance with Article 14, controls over any provision elsewhere in this ordinance.

Note 8. Attached dwellings in PDD-SF3. Any existing attached dwellings which complied with the former Schedule PDD-TH3 (Browning Townhouse PDD) at the time of their construction have PNC status, under and subject to Article 12 of this ordinance. The minimum width for interior side yards for such dwelling units is zero where there is an existing common wall (or existing continuously-abutting separate walls) along the property line, in either case with a four-hour fire rating or better. The minimum number of parking spaces is two per dwelling unit, and additional guest parking is not required, notwithstanding other provisions of this ordinance or any special exception issued under this ordinance.

Note 9. School (other). A special exception may authorize this use on sites wholly within the C District or partially within the C District and partially within another district.

Note 10. Uses in TCC. The only uses allowed in TCC are retail, light office use, and food service use. TCC does not allow for residential use of any kind, bars or club uses, entertainment venues, sexually oriented businesses, auto-intensive uses, gambling establishments, surgical or emergency clinics, or any medium commercial uses.

Note 11. Hours of operation. In the C, TCC and PDD-C1 districts, hours of operation for commercial uses shall not unreasonably impact the residential character of adjoining residential districts. All operations, including deliveries and other outdoor activity, shall comply with the City's noise regulations; see Chapter 54 of the Code of Ordinances. All commercial garbage and trash collection activities shall comply with Chapter 38 of the Code of Ordinances.

Note 12. Parking Lot Use in PDD-SF3. PDD-SF3 may be used for (i) parking, loading and unloading and sorting/inventory of contents of vehicles, trucks and vans (2 axels maximum) owned by AT&T and/or its employees only, as part of the telecommunications business only, limited to 7am-7pm Monday-Saturday except related to services to medical facilities, due to customer medical emergencies or catastrophic events (storms, terrorist events, etc.), or parking only, which may occur at other times, (ii) vehicles temporarily required for repairs/construction relating to the adjacent building under common ownership, limited to the term of a valid City building permit, (iii) no use (non-use is not abandonment), and (iv) any use permitted by a current special exception. Washing, refueling and mechanical services are prohibited, but minor emergency repairs (flat tire, dead battery, out of fuel, etc.) are permitted. Transporting personal items (including food) to and from vehicles and adjacent building under common ownership, and transporting trash, litter and materials to and from vehicles and waste storage areas is permitted. Resting and phone calls are permitted within vehicles. Structures are prohibited, unless permitted by a current special exception. The parking lot shall comply with City Code, including light and noise restrictions applicable to residential areas. The existing solid walls and gates, and the landscaping outside the walls must be maintained in good

condition. Monthly landscaping services are required. No exterior signage is permitted, except as required by law. Parking lot use on any lot in PDD-SF3 shall terminate upon: (i) independent sale of the lot, (ii) sale of all of AT&T's facility on Bellaire/Academy to an entity not in the telecommunications business. Merger of AT&T into another entity in the telecommunication business will not terminate the parking lot use.

Note 13. Access/Parking Limits in PDD-SF3 during Parking Lot Use. The following limitations apply to Parking Lot use: (i) access is prohibited from the parking lot to Ruskin St., (ii) parking/driving of vehicles owned by AT&T and/or its employees is prohibited on Ruskin St. and Cason St., except for residents/invited guests, and temporarily while providing telecommunication services to residents on those streets, and (iii) access to/from the parking lot shall be from Bellaire Blvd. via Academy St. to the parking lot except temporarily while providing telecommunication services to residents on those streets.

TABLE 7-2

Table 7-2		<p><i>General Rule:</i> No part of any structure may be located within a part of a building site included within a yard defined, by District, in this table. ("N/A" means the rule does not apply.) <i>Exceptions/Special Rules:</i> (1) Structures may be located in yards to the extent allowed by the Projections Schedule. (2) See special rules noted in table. (3) See PDD Schedules for Planned Development Districts. (4) See additional setbacks in the PWSF Schedule.</p>								
Item	Measurement	PDD-SF1	PDD-SF2	PDD-SF3	PDD-TH1	PDD-TH2	PDD-TH4	PDD-TH5	PDD-TH7	PDD-CI
Front yard	Distance from front street line.	20 feet if the building site depth is 110 feet or less; 25 feet if the building site depth is more than 110 feet but not more than 125 feet; 30 feet if the building site depth is more than 125 feet. <i>See Note 5 .</i>			10 ft. <i>See Note 7.</i>				20 ft. (Mercer Street)	5 ft. (Bellaire Blvd.)
Interior side yard	Distance from side property line (each side).	Greater of 10% of building site width or 5 feet. <i>See Note 2.</i>			5 ft. <i>See Notes 4.1 and 4.2. See Note 7.</i>				20 ft. (south property line)	N/A
Street side yard	Distance from side street line.	Greater of 10% of building site width or 5 ft. <i>See Notes 2, 6 .</i>			10 ft. <i>See Note 7 .</i>				10 ft. (Bissonnet)	<i>See Note 8.</i>
Rear yard	Distance from rear property line.	20 ft. <i>See Note 1.</i>			20 ft. <i>See Note 1.</i>	10 ft. <i>See Note 1.</i>	20 ft. <i>See Note 1.</i>		5 ft. (west property line)	<i>See Note 8.</i>

SF Buffer- yard	Distance from nearest part of an SF District	N/A	20 ft. See Note 7.	10 ft. See Note 7.	20 ft. See Note 7.	N/A	See Note 8.
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Note 1. Through Lots or Building Sites or Rear Through Lots or Building Sites. If a lot or building site extends all the way through a block so that the front and rear both abut a street area, there is no rear yard. The site is a "through" or "rear through" lot or building site, and is considered to have two front yards, one at each street frontage. Front yard (setbacks) shall be as provided in Table 7-2. Exception: If the site is "flag" shaped or irregular, the "flag" portion shall have the same setback as the adjoining building sites fronting that street.

Note 2. Narrow Site "3/7" Exception. Alternate side yard areas apply to a building site meeting all four of the following criteria: (A) The building site is less than 55 feet wide. (B) The use is single-family (detached) use. (C) Outside the rear yard, no main wall surface of any building is closer than 10 feet to any main wall surface of a "prior building" on another building site (unless there are "prior buildings" on both sides, each within seven feet of the property line, in which case the minimum separation from a "prior building" is eight feet). A "prior building" is a building in existence, under construction or covered by a current building permit when a building permit is issued for the subsequent building. (D) The owner has designated alternate side setback areas in a form approved by the administrative official and in accordance with all of the following criteria: (1) Minimum setback, interior: 3 feet. (2) Minimum setback, street side: 5 feet. (3) Minimum setbacks, both sides combined: greater of 10 feet or 20% of the building site width. (4) On each side, the setback is uniform in width along its entire length. See Table 7-5a regarding "alternating driveway" rule.

Note 3. Rotated Corners. For rotated corner building sites (SF-1 District only), the minimum side street yard width is: (i) 10 feet if the building site width is 65 feet or less, (ii) 10 feet plus the distance by which the width of the building site exceed 65 feet, if the building site width is more than 65 feet but less than 75 feet, (iii) 20 feet if the building site width is 75 feet or more but less than 100 feet, or (iv) for building sites 100 feet wide or more, the side street yard width is determined by the same rules as the front yard depth, except that the "depth" of the building site is measured from the side street line.

Note 4.1. Common Walls. In the TH, GR-2, C, and all PDD-TH districts, the ZBA may issue a special exception for a zero-width side yard, but only upon application by both property owners and only if the special exception is conditioned upon the construction and maintenance of a common wall or continuously abutting separate walls (in either case with a four-hour fire rating or better) along the property line. See, also, Note 7, below, for QMDS.

Note 4.2. Common Walls in New Townhouse Construction. In all PDD-TH districts, where new townhouses are concurrently constructed on two or more abutting building sites along a block face, zero-width side yards are allowed by right wherever a common wall or continuously abutting separate walls will be constructed and maintained (in either case with a four-hour fire rating or better) along the property line. On each building site that contains the end townhouse in a row of attached townhouses on abutting sites, the interior side yard requirement, or the street side yard requirement for a corner site, shall apply along the side property line where a common wall or continuously abutting separate walls will not be constructed. See, also, Note 7, below, for QMDS.

Note 5. Major Thoroughfares. The ZBA may issue a special exception for a front yard less than 30 feet deep abutting a major thoroughfare, if the front yard prescribed is at least 10 feet deep, and

if the special exception requires the greatest practicable amount of pervious area in the front yard.

Note 6. Special Exception. The ZBA may prescribe a different street side yard by special exception relating to frontage. See Article 8.

Note 7. Yards In QMDS. In a QMDS, yards are only required around the perimeter of the subdivision and are designated by the subdivision plat. See definition of QMDS. Standard projections into QMDS yards are allowed per the Projections Schedule. In addition:

- (a) Front yard (GR-1 or GR-2 Only): A principal building with an internal access garage may project as close as 10 feet to the street area if, in the projecting part: (a) there is a first-floor porch or with at least 80 sq. ft. of floor space (open or screened) and no dimension smaller than seven feet; (b) above the porch or court, no more than half the usable floor space is enclosed (coverings and other floor space, including open or screened porches, are allowed above all the porch or court); (c) the cornice height does not exceed 27 feet; (d) there are no more than 2.5 stories; and (e) there is no garage space.
- (b) Front yard: Bay windows, canopies and balconies at least 18 inches above grade may project up to 24 inches beyond the principal building. Steps and handrails may project up to 30 inches beyond the principal building.
- (c) Rear Yard and SF Bufferyard. Buildings up to 10 feet high (measured from finished grade to top of roof plate) may project, but not closer than 10 feet to the property line.

Note 8. Yards in PDD-C1. In PDD-C1, the yards and street lines are as follows, notwithstanding other provisions of this ordinance: (i) The rear yard is the area within 20 feet of the rear property line (the line farthest from Bellaire Blvd.) of any building site, and for this purpose, the said rear property line shall be not in excess of 120 feet from the north right-of-way line of Bellaire Blvd. Exception: The rear yard upon Lot 2, Block 35, Colonial Terrace Addition (also known as the south 140 feet of Tract 9, Cambridge Place) is the area within 40 feet of the rear property line of said lot, said rear property line being located 140 north of the north right-of-way line of Bellaire Blvd. (ii) The street side yard is the area within ten feet of any side street line where the street area is 50 feet or less in width, or within five feet of any side street line where the street area is more than 50, but less than 70, feet wide. (iii) The front yard is the area within five feet of the front street line (which is the common boundary with Bellaire Boulevard). Any area outside of a building line established by ordinance or by recorded plat is considered part of the corresponding yard.

Note 9. Yards in TCC. In TCC, the front street line is designated as the common boundary of the building site and the Edloe Street street area. For building sites with a side street along Rice Boulevard, the side yard shall be zero feet. For building sites with a side street line along University Boulevard, the side yard shall be five feet. The rear yard may be reduced by any future reduction in the width of the utility easement along the Poor Farm Ditch.

TABLE 7-3

Table 7-3		<p><i>General Rule:</i> Every building site must have the minimum open and pervious areas shown, by District, in this table. ("N/A" means the rule does not apply.)</p> <p><i>Exceptions/Special Rules:</i> (1) See PDD Schedules for planned development districts. (2) See special rules noted in table. (3) See the Projections Schedule for details about calculating open and pervious areas.</p>								
Item	Measurement	PDD-SF1	PDD-SF2	PDD-SF3	PDD-TH1	PDD-TH2	PDD-TH4	PDD-TH5	PDD-TH7	PDD-C1
Open area	Front yard, minimum percentage.	60%.			N/A					N/A
	Rear yard, minimum percentage. <i>See Note 6.</i>	60%. <i>See Note 1.</i>			N/A					N/A
	Entire building site, minimum percentage.	40%			25%					N/A
Pervious area	Front yard, minimum percentage	50%			50% <i>See Note 2.</i>					N/A
	Entire building site, minimum percentage	24%			15%					N/A
	Landscaping strips	Required, except for SFD uses on building sites with 5,000 sq. ft. or more. <i>See Notes 3 and 5.</i>								

	Qualified trees	For SFD uses on building sites with 5,000 sq. ft. or more, there must be at least one qualified tree in the front yard or in the adjacent street area. For all other uses, each qualified tree required by this ordinance or Chapter 82 of the Code of Ordinance must be located within a contiguous and reasonably compact pervious area containing at least 25 sq. ft. However, additional or better pervious area may be required to comply with Chapter 82.
	Pervious pavement	In a QMDS only, pervious pavement is allowed to be used for all vehicular areas, and part of it may count as pervious area. <i>See Note 4.</i>
	Parking areas, interior	Each parking area containing 21 or more parking spaces must contain interior pervious areas in "island" or "peninsula" configurations aggregating in area at least two square feet for each parking space.

Note 1. Rear Yard Adjacent to Non-SF. The ZBA may issue a special exception to reduce the requirement for open area in a rear yard in a SF District to not less than 40%, if the rear yard abuts a non-SF District.

Note 2. Pervious Area in QMDS. Front yard minimum pervious area requirement in a QMDS is 40%., or 30% for a front yard in a QMDS "low-impact motor court."

Note 3. Landscaping Strips. Vegetated pervious areas required as follows: (a) minimum five feet wide adjacent to each street area (or 3.5 ft. if located in front of a fence or wall at least 3.5 feet high), and (b) minimum 18 inches wide to separate each paved vehicular area from a fence or subdivision or replat boundary. Exception: Strips are not required along alleys or where they must be crossed by sidewalks or driveways. Strips along street areas must have live, evergreen shrubs (maximum spacing is 3.5 ft.) and live qualified trees under Chapter 82 of the Code of Ordinances (maximum spacing is 20 ft.). The administrative official may approve different spacing for shrubs or trees, upon a showing that (i) the spacing is allowed by standard urban forestry criteria for the particular species and location and (ii) the spacing will comply with Chapter 82. The ZBA may issue a special exception to allow a landscaping strip to be located in whole or in part within a street area, if the ZBA finds that the particular landscaping will, in all probability, be allowed to remain intact for at least 50 years and that it can be maintained and will function as well as a strip located completely on private property.

Note 4. Pervious Pavement. In a QMDS, the area of the holes or gaps (if actually pervious) counts toward pervious area requirements (but no more than 30% out of any area with pervious pavement may count).

Note 5. Visual Buffer Zone. In TCC, along the east edge of each property a landscaped buffer zone shall be established consisting of trees, shrubs, and other durable vegetation adequate to minimize the transmittal of light and provide a visual buffer between a use in TCC and adjacent SF district properties. Evergreen shrubs shall be planted to form a continuous hedge with no gaps. Shrubs shall be hardy species that will withstand freezing temperatures. The plants shall be at least 18 inches in height as measured from the surrounding soil line and shall have a maximum 18 inch width at the widest portion when planted. Shrubs shall be capable of growth to not less than 48 inches in height when measured from the surrounding soil line and shall form a continuous hedge within three annual growing seasons. Shrubs shall be maintained at a

height that does not interfere with overhead utility lines. Trees planted in the buffer zone shall not interfere with overhead utility lines.

Note 6. Old Stock Housing. The ZBA may issue a special exception to reduce the open area requirement in the rear yard, if the ZBA determines: (i) the reduction is reasonably necessary to preserve or protect old stock housing as it then exists or as it may be proposed to be remodeled or expanded (up to a total gross floor area, for all buildings on the site, that does not exceed the greater of 3,400 square feet or 200% of the gross floor area of all the buildings on the site when the principal building was built, before 1980); and (ii) there will be no substantial adverse impact upon nearby properties.

TABLE 7-4a

Table 7-4a		General Rule: Every building site, garage space and related structure must conform to the applicable regulations shown, by District, in this table. ("N/A" means the rule does not apply.) Exceptions/Special Rules: (1) See special rules noted in table. (2) See Article 9 regarding Planned Development Districts. (3) See Note 1 regarding special exceptions.								
Item	Regulation	PDD-SF1	PDD-SF2	PDD-SF3	PDD-TH1	PDD-TH2	PDD-TH4	PDD-TH5	PDD-TH7	PDD-C1
Garage space, in general	Garage parking spaces. See Article 10.	Minimum 2.0 (1.0 per DU for old stock housing); each must be enclosed or semi-enclosed and adjoin a driveway. Maximum 1.0 per 2,225 of building site area, not to exceed 4.0.			Minimum 2.0 per DU; must be enclosed.					N/A
	Minimum garage parking space dimensions	10 feet wide, 20 feet deep (for each required garage parking space).			10 feet wide, 20 feet deep (for each required garage parking space).					N/A
Garage doors or openings	Maneuvering area	See Article 10								N/A
	Door or opening facing front street line.	Prohibited unless: (i) the garage door is set back ten feet or more from the front yard, and (ii) there is only open area above the driveway for at least seven feet inward from the front yard, and (iii) any structure above the driveway (and within ten feet of the front yard) must be cantilevered or suspended			(May affect eligibility as QMDS. See definitions in Article 2.)					N/A

		from the building (no special posts or vertical supports being allowed).		
	Door or opening facing side street line	Prohibited unless: (i) the garage door is set back ten feet or more from the side street line, and (ii) there is only open area above the driveway for 10 at least seven feet inward from the side street line, and (iii) any structure above the driveway (and within ten feet of the side street line) must be cantilevered or suspended from the building (no special posts or vertical supports being allowed).	(May affect eligibility as QMDS. See definitions in Article 2.)	N/A
Garage accessory buildings	Limit on non-garage space	Max. 600 sq. ft. GFA in any accessory building containing garage space.	N/A	N/A

Note 1. Special Exceptions . The ZBA may issue a special exception for a parking area, garage or driveway in another location or with a different design than prescribed by this table, if it finds that: (i) the other location or design will not unreasonably interfere with available light and air and will not significantly alter access for fire-fighting and similar needs; (ii) the other location or design will prevent the destruction of a qualified tree; (iii) in the case of the remodeling of a principal building, the location requested is the same location as an existing parking area, garage or driveway; or (iv) the location or design requested is necessary for safety considerations.

TABLE 7-4b

Table 7-4b		General Rule: Every structure must conform to the applicable regulations shown, by District, in this table. ("N/A" means the rule does not apply.) Exceptions/Special Rules: (1) See special rules noted in table. (2) See Article 9 regarding Planned Development Districts.								
Item	Regulation	PDD-SF1	PDD-SF2	PDD-SF3	PDD-TH1	PDD-TH2	PDD-TH4	PDD-TH5	PDD-TH7	PDD-C1
Dwelling units	Maximum number per building site	One, plus one AQ			17.5 per acre. See Note 9.					One plus one AQ
Framed area, all buildings on a building site	Maximum area as a percentage of building site area	80%			100%. See Note 4.	100% for all dwelling types other than TH; 125% for TH. See Note 4.	100%. See Note 4.			N/A
Length or width, any building	Maximum horizontal dimension	N/A			130 feet. See Note 3.					N/A
Exterior materials, any building.	Type	N/A			Must be of equal grade and quality, all sides. See Section 8-104.					
Separation of DU's	Fire-rated wall	N/A			A four-hour firewall, or its equivalent, must separate adjoining dwelling units. See Notes 3 and 5. See also Note 10 (PDD-TH7 only)					
SF privacy protection	See Note 8.	N/A			Applies. See Note 8. See also Note 10 (PDD-TH7 only)					N/A

Accessory buildings <i>See Article 10 regarding garage space.</i>	Maximum number per building site	N/A	3		N/A
	Height, maximum	25 ft.			35 ft. <i>See Note 2.</i>
Principal buildings	Stories, maximum	2 and one-half	3		N/A
	Height, maximum, in feet	35, 25 in rear yard. <i>See Note 1</i>	35. <i>See Notes 1 and 7.</i>		35
	Minimum gross floor area, square feet	1,400 each DU	1,200 each DU	1,600 each DU	1,300
	Width, feet (min,), outside to outside	N/A	16, each DU		N/A
Height and screening of rooftop mechanical equipment	<i>See Note 11.</i>	N/A			Applies

Note 1. Antennas and Chimneys. Roof-mounted radio or television antennas on a principal building in a residential district may project up to four feet above the roof. The maximum height of chimneys attached to a principal building is the greater of 35 feet or four feet above the roof.

Note 2. Height In C District. In the C District, no part of any structure (except a fence) may be higher than the horizontal distance from that part to the nearest part of an SF District.

Note 3. Building Detail, TH, PDD-TH and GR Districts. To separate buildings, there must be open area at least five feet wide maintained so that firefighters with hoses could pass through.

Note 4. Framed Area In QMDS. Allowed square footage for a given building site is calculated by multiplying the allowable percentage by (a) the building site's area plus (b) an allocated part of any common use areas in the same QMDS (e.g., access easements, private streets, alleys,

reserves, etc. that are not part of a building site). The allocated part is proportional to the building site's area divided by the area of all building sites in the same QMDS.

Note 5. Building Code. Separation requirements are in addition to other requirements of building codes and other ordinances. See Code of Ordinances.

Note 6. Height in GR-1, GR-2. Principal buildings in GR-1 or GR-2 Districts may be three stories high, but subject to the lower height limits prescribed for projecting spaces. See Table 7-2, Note 7.

Note 7. Certain Projecting Buildings . Special height rules apply to buildings projecting into yards. See Tables 7-2 and 7-6.

Note 8. SF privacy protection . On a building site where this applies, there may not be a direct sight line from any "third-floor viewpoint" to any point in an "SF privacy zone." A "third-floor viewpoint" is any viewpoint on a "third-floor area" at eye level (six feet) or lower. A "third-floor area" is any floored area (indoors or outdoors) where the floor is 18 feet or higher. The "SF privacy zone" includes every point: (i) within 100 feet of the third floor viewpoint in question, (ii) on a building site in an SF District, and (iii) below 20 feet in height. See Figure SFP.

Note 9. Calculation of DU's Per Acre . In a QMDS only, the total number of DU's is divided by the total acreage of the QMDS to calculate the number of DU's per acre.

Note 10. Spacing of Dwelling Units in PDD-TH7 . Except where dwelling units are separated by common walls, the minimum distance between dwelling units shall be as follows: (i) No part of any dwelling unit may be closer than five feet to another dwelling unit. (ii) No window may be closer than 50 feet to a facing window to living space in another dwelling unit. (iii) Neither eaves nor balconies may be closer than 40 feet to a facing window to living space in another dwelling unit. (iv) Neither windows to living space nor balconies may be closer than 20 feet to any facing wall of another dwelling unit.

Note 11. Rooftop Mechanical Equipment. In the C, TCC and PDD-C1 districts, any rooftop mechanical equipment, whether new or replacement equipment, shall be accommodated within the maximum building height limit and shall be fully screened from off-site and street area views through design and materials consistent with the overall design and colors of the principal building. This may include use of sloped roofs, a low parapet wall or other architectural elements that conceal flat roof areas where mechanical equipment is mounted, provided that all such building features comply with and do not project above the maximum building height limit.

Note 12. Building Placement and Maximum Height in TCC. In TCC, the following height restriction shall apply: (i) Principal buildings shall be located in the front 60 feet of the building site and shall be limited to 2 stories and 35 feet in height, including any rooftop mechanical equipment. (ii) Accessory structures shall be located in the rear 70 feet of the building site and shall be limited to 35 feet in height, including any rooftop mechanical equipment. (iii) Any rooftop mechanical equipment, whether new or replacement, shall be fully screened from off-site and street area views through design and materials consistent with the overall design and colors of the principal building. This may include use of sloped roofs, a low parapet wall or other architectural elements that conceal flat roof areas where mechanical equipment is mounted, provided that all such building features comply with and do not project above the maximum building height limit.

Note 13. Street Level Orientation in TCC. In TCC, the first floor of all buildings shall be at grade level. Elevated structures with open areas or parking below the second floor are not permitted.

Table 7-5a

Table 7-5a		General Rule: Every building site, vehicular area and related structure must conform to the applicable regulations shown, by District, in this table. ("N&A" means the rule does not apply.) Exceptions/ Special Rules : (1) See special rules noted in table. (3) See Article 9 regarding Planned Development Districts. (3) See Note 7 regarding special exceptions. (4) See Article 10.								
Item	Regulation	PDD-SF1	PDD-SF2	PDD-SF3	PDD-TH1	PDD-TH2	PDD-TH4	PDD-TH5	PDD-TH7	PDD-C1
Off-street parking spaces and parking areas Other regulations apply; see, e.g. Article 10	Number, location, size, design	Depends on land use, layout, etc. See this Table, Table 7-4a, and Article 10 (including maneuvering areas, design requirements, "same site" rule, yards, street areas, loading spaces, etc.).								
	Grouping or sharing.	Not allowed, except in a QMDS platted parking reserve serving two or more DU's. But see Note 2.								
	Use of parking areas	Parking spaces for non-SFD uses may only be used for motor vehicle parking. See Note 3.								
	Maneuvering areas	See Article 10.								
Emergency accessway	Minimum width See Note 1.	20 ft, via public or private street, to each principal building and each DU (or to an adjacent open area accessible to firefighters and equipment). Other regulations also apply, e.g, fire code.								
Driveways and private streets Other regulations	Minimum width See Note 1.	For SFD use: nine ft. For non-SFD residential use: 10 feet, or 17 feet if two-way and serving three or more DU's.								
	Maximum	For SFD use: (i) Driveway serving any single-bay garage: 12 feet. (ii) Driveway								

<i>apply; see, e.g. Article 10.</i>	width (in front yard or street area) <i>See Note 1.</i>	in a front yard serving rear garage or side-facing garage: 12 feet. (iii) Driveway in side street area of a corner site serving a side-facing garage with three or more bays: 30 feet; (iv) Any other driveway: 20 feet. For other residential uses: 24 ft. (or 35 feet if connecting to a major thoroughfare). For all other uses: 30 feet (or 35 feet if connecting to a major thoroughfare).	
	Maximum length	For non-SFD uses: 160 feet, driving distance to the nearest street area, measured along centerline from farthest end point. A longer driveway is allowed if there is an approved turnaround or second means of egress, or if the driveway is platted as part of the common area in a QMDS.	
	Route, location	<i>See Note 6</i>	N&A
	Spacing	For non-SFD uses: There must be at least 40 feet between the "inside" apron edges (at their narrowest points) of driveways serving the same building site.	
Pavement	Required type <i>See Note 4.</i>	For SFD use: Hard-surfaced or pervious pavement required for each required driveway and parking space; twin "ribbons" of pavement are permitted. For all other uses: Reinforced concrete, with curbs and drains required for all vehicular areas. <i>Exceptions: (i) See Table 7-3 (pervious pavement) and Note 4, below. (ii) See Article 10 regarding "overhang."</i>	
Markings; wheel stops.	Required type	For non-SFD uses: Parking spaces must be clearly marked on the pavement, and wheel stops are required. <i>See Note 12.</i>	
Curb cuts <i>Other regulations apply; see, e.g. Article 10 and Chapter 70 of the Code of Ordinances.</i>	Number	For SFD use: Maximum one per designated building site abutting the street. For non-SFD uses: Maximum one per 50-ft. segment of street line. <i>See Note 5.</i>	
	Max. width per 50-ft. segment of street line	Four feet (for aprons) plus the maximum driveway width allowed. Each curb cut must be confined to the part of the street area that directly abuts the building site(s) served. <i>See Note 1.</i>	

Visibility triangles	Forbidden structures, plants and other things	See Chapter 82 of the Code of Ordinances.
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Note 1. Width measurement methods . Minimum driveway width refers to unobstructed vehicular access path and, for non-SFD use, pavement. Maximum driveway width refers to maximum width of pavement in a front yard or street area, excluding complying curb cut aprons. Maximum curb cut width refers to the width of the driveway plus aprons, measured at the edge of the roadway.

Note 2. Grouped or shared parking . Article 10 also provides for a special exception, in certain circumstances.

Note 3. Parking exclusivity (non-SFD uses) . Required parking spaces must be kept open, readily accessible and used for parking only, with no sales, dead storage, display, repair work, dismantling or servicing of any kind. Required guest parking spaces must be kept open and reserved for that use only.

Note 4. Pavement . The ZBA may issue a special exception to allow other materials if it finds that they will provide equal or better durability.

Note 5. Curb cuts. The ZBA may issue a special exception for additional curb cuts. Exception: The Administrative Official may authorize additional curb cuts for a corner site when in compliance with the requirements for two curb cuts for circular driveways specifically allowed by Chapter 70 of the Code of Ordinances. These additional curb cuts are not prohibited and do not require a special exception.

Note 6. Route; Alternating Driveways . Each driveway must connect garage space to the street by the most direct route. On narrow sites where alternate side yard areas apply (see "Yards" table), the following special restrictions also apply: (A) there must be a driveway located as nearly as practicable to one side of the site; (B) the side is determined in accordance with the established driveway pattern for the block face in question, if there is such a pattern; and (C) if there is no such pattern, and if there is an adjacent driveway on one adjoining building site but not the other, the driveway must be on the side farthest from the adjoining driveway. Exceptions: (i) this paragraph does not prohibit circular driveways specifically permitted under another ordinance of the City, and (ii) a driveway may be curved or moved away from the most direct route to the extent reasonably necessary to avoid destroying or seriously injuring a tree.

Note 7. Special Exceptions . The ZBA may issue a special exception for a parking area, garage or driveway (or other maneuvering area) in another location or with a different design than prescribed by this ordinance, if it finds that: (i) the other location or design will not unreasonably interfere with available light and air and will not significantly alter access for fire-fighting and similar needs; (ii) the other location or design will prevent the destruction of a qualified tree; (iii) in the case of the remodeling of a principal building, the location requested is the same location as an existing parking area, garage or driveway; or (iv) the location or design requested is necessary for safety considerations.

Note 8. Curb Cuts in PDD-TH1 . (i) If a building site abuts both Bellaire Boulevard and another street, then all vehicular access shall be from the other street, and no more than two curb cuts shall be allowed. However, in the case of the development of Lots 6, 7, 8, 9 and the east ten feet of Lot 10, Block 1, Kent Place Addition, if Lot 6 is included in the same building site or in a joint development with the other lots, vehicular access shall be limited to one curb cut on Mercer

Street. (ii) If a building site abuts only Bellaire Boulevard, vehicular access shall be limited to two curb cuts.

Note 9. Curb Cuts in PDD-TH5. (i) If a building site abuts both Academy and Bissonnet, no curb cuts on Bissonnet and no more than two curb cuts on Academy are permitted. (ii) If a building site abuts only Bissonnet, there may be no more than two curb cuts.

Note 10. Driveways in PDD-TH7. Cul-de-sac driveways in PDD-TH7 may not exceed 50 feet in length, or 200 feet if a terminus is provided with dimensions adequate for turning.

Note 11. Curb Cuts in PDD-TH2. (i) If a building site abuts both Kirby Drive and another street, there may be one curb cut on Kirby Drive and on each other abutting street. (ii) If a building site abuts only Kirby Drive, vehicular access shall be limited to two curb cuts.

Note 12. Curbs as Wheel Stops. Curbs may be used as wheel stops. Area outside a curb-wheel stop counts toward minimum parking space dimensions if actually usable as "overhang" and not needed for maneuvering area.

TABLE 7-5b

Table 7-5b		<i>General Rule:</i> Every structure must conform to the applicable regulations shown, by District, in this table. ("N/A" means the rule does not apply.) <i>Exceptions/Special Rules:</i> (1) See special rules noted in table. (3) See Article 9 regarding Planned Development Districts.								
Item	Regulation	PDD-SF-1	PDD-SF-2	PDD-SF3	PDD-TH1	PDD-TH2	PDD-TH4	PDD-TH5	PDD-TH7	PDD-C1
Swimming pools	Maximum number per building site	One. <i>See Note 1.</i>			<i>See Note 2.</i>					
Tennis courts	Maximum number per building site	One (may only be a private tennis court). <i>See Note 1.</i>								
All structures <i>See, also, Article 8.</i>	Height, maximum	25 feet. <i>But see "Buildings" table for certain building height limits.</i>								35 ft. <i>See Note 3.</i>

Note 1. Tennis Courts., Swimming Pools in SF Districts . Each tennis court in a SF District must: (i) be a private accessory structure for a single building site, (ii) be used for residential purposes only, (iii) be open to the sky, but enclosed and screened to a height of at least eight feet on all sides, and (iv) never be lighted for play. Each swimming pool in an SF District must be a private accessory structure for a single building site and used for residential purposes only.

Note 2. Swimming Pools, Tennis Courts In TH Districts . The ZBA may issue a special exception for a tennis court or a swimming pool if the ZBA finds that the proposed facility will not create a drainage or noise problem and will not cause a significant increase in traffic on nearby streets. Tennis courts and swimming pools must comply with the tennis court and swimming pool regulations in the SF Districts, but may serve commonly-platted or restricted sites. *See Note 1.*

Note 3. Height in C District . In the C District, no part of any structure (except a fence) may be higher than the horizontal distance from that part to the nearest part of an SF District.

Note 4. Utility Poles . An ordinary utility pole owned by a franchisee of the City may be up to 43 feet high, if the administrative official certifies that the additional height is necessary to separate wires of different voltages and capacities from each other and from the ground, applying standard technical codes and utility safety guidelines.

Exhibit B

NOTICE OF PUBLIC HEARINGS

The Zoning & Planning Commission and the City Council of the City of West University Place, Texas ("City") will hold joint public hearings in the Council Chamber of the Municipal Building, 3800 University Boulevard, Houston, Texas 77005 during the City Council meeting set to begin at 6:30 PM on . Each hearing may be recessed and continued to the City Council meeting set to begin at 6:30 p.m. on , at the same place. The purpose for the hearing is to provide an opportunity for parties in interest and citizens to be heard in relation to proposal(s) to amend the City's Zoning Ordinance, as follows:

Scope of Proposal. The purpose of this proposal is to amend the Zoning Ordinance and Zoning District Map by changing the zoning district designation of the building site located at the corner of the intersection of Academy and Ruskin Street, more fully described as Lots One through Six in Block Twenty-five of the Collegeview Section One subdivision. This request by the property owner, AT&T (Southwestern Bell), is to rezone six abutting lots that have been developed as parking for the main ATT structure fronting on Bellaire Boulevard.

The proposal is to create a new third single family planned development district (PDD-SF3) that includes lots 1-6 of block 25. The proposal includes language that establishes single family district three regulations as the underlying regulations. Two notes to Table 7-1 will allow for the existing parking lot as long as the property is owned by ATT or a similar telecommunications company. The proposal will allow ATT owned vehicles access and will allow for the loading and unloading of these vehicles. It will also allow for the inventory and supply of equipment to those vehicles as well as access to the vehicles for various employee activities. The proposal limits hours of operation, entry and exit for certain streets, prohibits signage, other structures, and requires fencing and landscaping. Conforming language in certain chapters is included. A full copy of the proposal is located at www.westutx.gov.

Additional details on the proposal (s) as well as the Zoning Ordinance are all available for public inspection in the Municipal Building, 3800 University Boulevard, Houston, Texas 77005. The proposed changes to the Zoning Ordinance would apply generally within the City, and any person interested in such matters should attend the hearings. The proposal (s) may be adopted only after notice and hearing and would control over anything inconsistent in the current Zoning Ordinance.

Date: _____ /s/ Thelma Gilliam, City Secretary

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	October 22, 2018	AGENDA ITEM:	7
DATE SUBMITTED:	October 17, 2018	DEPARTMENT:	Parks and Recreation
PREPARED BY:	Susan White	PRESENTER:	Susan White, P&R Director Gregg Thompson, Tri-Sports President
SUBJECT:	2019 Memorandum of Understanding between the City of West University Place and the West University Tri-Sports Association		
ATTACHMENTS:	2019 Memorandum of Understanding		
EXPENDITURE REQUIRED:	\$125,000.00		
AMOUNT BUDGETED:	\$125,000.00		
ACCOUNT NO.:	101-6010-74130 (Tri-Sports)		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

City Council has historically approved the annual Memorandum of Understanding (MOU) between the City of West University Place and the Tri-Sports Association. The attached MOU clearly defines the roles and expectations of the two entities and is intended to protect the best interests of both the City and Tri-Sports. **Please note that the attached Memorandum of Understanding is for the period beginning January 1, 2019 and concluding on December 31, 2019.**

Notes for 2019:

1. Fifth and final year of the city's agreed upon Annual Payment to Tri-Sports being \$125,000.00 through 2019. Both parties will meet and assess the payment structure during the city's 2020 Budget preparation process in June of 2019.
2. Solid Waste and Recycling terms were expanded to address contamination in Appendix A, Section A.8b. This addition was developed in conjunction with the Recycling and Solid Waste Reduction Board in an effort to lessen contamination issues in the recycling stream.
3. Tri-Sports is funding improvements to extend the backstop nets at the West U Recreation Center for additional protection to the south on Bellaire Blvd and neighboring properties to the north.

RECOMMENDATION

Staff recommends that City Council authorize the City Manager to direct the Director of Parks and Recreation to execute the attached 2019 Memorandum of Understanding between the City of West University Place and the West University Tri-Sports Association.

**MEMORANDUM OF UNDERSTANDING FOR
YOUTH SPORTS PROGRAM
(PROGRAM YEAR 2019 – January 1 through December 31, 2019)**

This memorandum of understanding ("MOU") is made and agreed to by: (1) the CITY OF WEST UNIVERSITY PLACE, TEXAS, a municipality located in Harris County, Texas ("West University") and (2) the WEST UNIVERSITY TRI-SPORTS ASSOCIATION, a Texas non-profit corporation ("Tri-Sports"). West University and Tri-Sports agree as follows:

Purpose; Program; Liaisons. The purpose of this MOU is to formalize agreements between West University and Tri-Sports relating to a youth sports program ("Program"). Subject to the terms of the licenses and other agreements with HISD or West University giving Tri-Sports or any of its member organizations the right to use fields or land for the Program, Tri-Sports will plan and provide the Program. The Program must meet the following criteria:

- (1) The primary activities will take place within and near the West University city limits, which includes the area at Stella Link and West Bellfort known as the "South Campus" and the Pershing Junior High School Campus
- (2) The Program will cover at least three seasons during the Program Year.
- (3) The Program will provide supervised baseball, softball and soccer for at least 1,000 youthful residents of West University and may provide these same supervised sports for non-residents.

All Program activities must be conducted or officially sponsored by Tri-Sports or one of its member organizations so that they will be covered by the liability insurance required by Appendix A, attached hereto and made part hereof.

Liaisons. Until changed by the City Council, the West University Liaison is its Parks & Recreation Director, and the Tri-Sports Liaison is its President.

Program Year; Payments: **\$125,000.00** **NOTE: Both parties have agreed that the city's annual payment to Tri-Sports will remain at \$125,000.00 through at least 2019. Both parties will meet and assess the payment structure during the city's 2020 Budget preparation process, June/July of 2019.**

Other Terms, Rights And Duties. Other terms, rights and duties are set out in Appendices A and B, and in facility use permits, attached hereto and made part hereof .

Date. This MOU is signed and dated as of **October 22, 2018 and effective January 1, 2019 through December 31, 2019.**

[SIGNATURE PAGE FOLLOWS THIS PAGE]

WEST UNIVERSITY TRI-SPORTS
ASSOCIATION
Address:

CITY OF WEST UNIVERSITY PLACE
Address:

By: _____

Name: Gregg Thompson

Title: Tri-Sports President

By: _____

Name: Susan White

Title: Parks and Recreation Director

ATTEST/SEAL

Name: _____

Title: _____

ATTEST/SEAL

Name: _____

Title: _____

I Hereby Certify that the \$125,000.00 Payment to Tri-Sports is Budgeted and Unencumbered

By: _____

Marie Kalka, Finance Director
City of West University Place, Texas

(MOU Signature Page)

Appendix A
(To Accompany MOU)

LIAISON, COOPERATION, PERMITS, ETC.

A.1 *Routine Liaison.* (a) Each party shall designate in writing a person to act as its Liaison under this MOU (the initial Liaison is shown on the signature page of this MOU). Such person shall have authority to transmit notices, receive information and interpret that party's policies and decisions. Such authority shall not extend to changing this MOU or any other item approved by a governing body. Each party will make its Liaison available to meet and confer about matters relating to this MOU, at reasonable times and places.

(b) In addition, Tri-Sports agrees to:

- (1) Attend an annual meeting between the City of West University Place (Parks and Recreation Director and the Public Works General Services Superintendent), the Tri-Sports Executive Board and the West University Elementary School Principal. The meeting will be hosted by the City and conducted in the fall of each calendar year for the purpose of reviewing and updating the MOU, and
- (2) provide to the West University Liaison a list of the League Presidents of each of the three member organizations that comprise Tri-Sports at the time such information becomes available (the list should include addresses, email addresses, phone numbers, etc.).

A.2. *Special Events.* If one of the Tri-Sports member organizations considers sponsoring or providing a tournament, festival or similar event, or any mass gathering, in the West University city limits, Tri-Sports will cause such member organization to: (i) notify the West University Liaison at the earliest practicable time and (ii) meet and confer with West University officials as may be reasonably requested. If West University facilities (or the HISD Licensed Area) will be involved, a separate permit will be required for the special event.

A.3 *Information And Planning Data.* Tri-Sports will provide information available to Tri-Sports, which might assist West University in providing or planning parks and recreation facilities and activities.

A.4 *Basic Liability Coverage.* Except as provided below, Tri-Sports will maintain liability insurance in effect at all times during the Program Year. If Tri-Sports does not itself maintain such insurance, it shall cause each member organization to maintain such insurance and list Tri-Sports (and its officers, agents and employees) as additional insured parties. Each policy must list West University (and its officers, agents and employees) as additional insured parties with respect to activities under this MOU. The insurance must have limits of at least **\$1,000,000 per occurrence/\$2,000,000 aggregate**. "Additional insured" coverage must include general liability risks, including both on-going and completed operations. Individual permits (see the attached form) may require additional coverages and features.

A.5 Electronic Marquee, Promotional Banners & City Publications. West University owns a total of three (3) electronic marquees; one near the intersection of University Blvd. and Auden, one in front of the Community Building/Senior Center at 6104 Auden and one at the West University Place Recreation Center at 4210 Bellaire. West University agrees to provide to Tri-Sports a reasonable number of messages, to be used to advertise Program activities only, during the Program Year. Tri-Sport youth sports registration announcement banners will be allowed at two (2) locations within the City, 1) On the wrought-iron fence of Town Center, specifically at the corner of Edloe and University, and 2) On the wrought-iron fence of the West University Recreation Center, specifically on the southern side of the fence between the Bellaire Blvd. entrance and the railroad tracks. Banner Size: 8' X 3' Posting Duration: 3 weeks – Tri-Sports will notify the city a minimum of two (2) weeks ahead of all banner installations. West University will publish an informational article and contact information regarding Tri-Sports leagues and activities in the Parks and Recreation Activity Guide. The guide is published and mailed to all West University residents three times annually.

A.6 Reserved

A.7 Permits. (a) The City agrees to issue the attached permit to Tri-Sports to use field areas for Program activities during the Program Year.

(b) From time to time, Tri-Sports or a Tri-Sports member organization may request additional permits, including permits that Tri-Sports or such organization would like to have included in a future MOU for an upcoming Program Year. Such requests should be made by letter submitted to the West University Liaison at the earliest practicable time. In the case of permits for the use of the West University Recreation Center, requests for an upcoming year should:

- (1) Fall schedules due on or before September 1 of each year, and the Spring/Summer schedules due on or before January 1 of each year.
- (2) Identify the proposed uses, including the days and times requested,
- (3) Describe any proposed improvements to the facilities and the dates when the work could occur, and
- (4) Provide additional information as the West University Liaison may reasonably request.

(c) Permits may require the permittee to improve and maintain the affected field areas, but the permittee may decline to accept Permits if the terms are unacceptable to the permittee or if any changes made to a Permit by the West University Liaison under (d) below are unacceptable.

(d) All such permits require approval and signature by the City and the permittee. The West University Liaison is authorized to sign such permits and to make reasonable changes in the permits, provided they remain revocable by the City.

(e) Whether included in a permit or not, the permittee agrees to:

- (1) observe and comply with the City's ordinances, rules and regulations applicable to each facility used by a Tri-Sports organization; and
- (2) provide a link to the appropriate city webpage to each team manager at the beginning of each season.

A.8 Solid Waste; Recycling. (a) West University will provide routine, residential-level solid waste collection from activities of Tri-Sports. Tri-Sports will: (i) prepare and place waste for collection as prescribed by the West University General Services Superintendent, and (ii) separate recycling materials and place them for collection, as prescribed by the West University General Services Superintendent. Tri-Sports shall cause each of its member organizations to designate a single point of contact for each Tri-Sports sanctioned baseball, girls softball and soccer league, who shall work with the General Services Superintendent (or designee) to develop and implement a solid waste pick-up and recycling program for that organization.

(b) In an effort to reduce contamination in the recycling stream at Tri-Sports events/functions (i.e. baseball, softball, soccer, etc.), Tri-Sports shall ensure to provide education to its member organization and/or affiliates to properly address contamination. Contamination results in a higher processing rate for West University. Depending on severity of contamination, costs may be passed on to Tri-Sports.

A.9 Termination of Prior Agreements. All prior agreements between the parties relating to Program activities are terminated by agreement, effective as of the date of this MOU. This does not affect any duties required to be performed before that date.

Appendix B

(To Accompany Interlocal Cooperation MOU)

MISCELLANEOUS PROVISIONS

B.1 Force Majeure. Should any party be delayed or hindered in the performance of any of its obligations or duties under this MOU because of a force majeure, then the party so delayed or hindered shall be excused from such delay or hindrance to the extent that it is caused by the force majeure. The term "force majeure", as used in this MOU, includes, without limitation of the generality thereof: acts of God, strikes, lockouts, other personnel disturbances or job actions, acts of the public enemy, laws, regulations, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraining of government and people, civil disturbances, explosions, breakage or accidents to machinery or equipment, shortages of materials, equipment or supplies, or any other limitations of any party, whether similar to those enumerated or otherwise, which are not within the reasonable control of the party claiming such inability. If a party is affected by strike, lockout or other personnel disturbance or job action, this MOU does not compel the party to acquiesce to any demand or position of any personnel or other party, it being understood that the strike, lockout, disturbance or action would be a force majeure for the duration thereof.

B.2 Non-Parties. This MOU shall bind and benefit the parties only (except the agreement to cover West University's officers, agents and employees as additional insured parties). It shall not confer any rights or benefits upon any other party, nor may any other party enforce this MOU or sue for any damages under this MOU.

B.3 Remedies Limited; Termination. (a) No party shall terminate its performance under this MOU because of a breach by the other party, unless: (i) the terminating party first delivers an effective notice of breach to the breaching party, (ii) the breach is not cured by the end of the cure period, and (iii) on or before the thirtieth day following the last day of the cure period, the

terminating party sends an actual notice of termination setting the final termination date, which date may not be sooner than the tenth day following receipt of the actual termination notice.

(b) To be effective, a notice of breach must: (i) identify the breach, giving enough details for the notified party to understand, investigate and cure, (ii) state the sections and exact provisions of this MOU which have been breached, (iii) state all means of curing the breach known to the party sending the notice, and (iv) designate a cure period of at least 30 days following receipt of the notice of breach. If a breach has already occurred, or if it is continuing in nature, it can be cured by taking reasonable action to prevent a recurrence.

(c) If a dispute or disagreement arises out of this MOU, the parties agree to use reasonable best efforts to settle it in a just and equitable manner, recognizing their mutual interests. They agree to pursue the following steps:

- (1) They will meet and confer within ten days of a request to do so.
- (2) If no settlement is reached, they will next exchange lists of possible approaches to resolve the dispute or disagreement. The exchange will be simultaneous, and it must occur within ten days following a request. Each party will list as many approaches as it can reasonably imagine that would be agreeable. The parties are encouraged to be creative and flexible in developing possible approaches.
- (3) Within ten days following the exchange, they will again meet and confer. If no settlement is reached, any party may submit the matter for mediation, and all affected parties will participate and try in good faith to settle. Unless they otherwise agree, the mediation will be administered by the American Arbitration Association under its Commercial Mediation Rules.

Neither party may commence legal action to interpret or enforce this MOU against the other party until the commencing party has followed the mediation procedures set out above. This does not prohibit a party from filing such proceedings to prevent the running of a statute of limitations or other tolling rule, provided that the party continues pursuing the steps required by this subsection.

(d) **WEST UNIVERSITY SHALL NEVER BE OBLIGATED TO PAY ANY MORE MONEY--IN CONNECTION WITH THIS MOU OR THE PROGRAM--THAN THE AMOUNT CERTIFIED AS BUDGETED AND UNENCUMBERED ON THE SIGNATURE PAGE. THIS APPLIES TO AND LIMITS ALL PAYMENTS, CLAIMS, LIABILITIES, LOSSES AND DAMAGES, REGARDLESS OF CAUSE OR ORIGIN, WHETHER FROM CONTRACT OR TORT, PERFORMANCE OR NONPERFORMANCE, OR FROM STRICT LIABILITY OR NEGLIGENCE, ACTIVE OR OTHERWISE, OF WEST UNIVERSITY OR ITS OFFICERS, AGENTS OR EMPLOYEES.**

(e) Except as limited by this MOU, all remedies at law or in equity shall remain available to the parties.

B.4 Entire Agreement. This MOU contains all the agreements of the parties relating to the subject matter and Program Year hereof, and there are no binding agreements, whether written or oral, among the parties relating to the subject matter and Program Year hereof, except as stated in this MOU. This MOU is the full and final expression of their agreement.

B.5 Waiver; Breaches. No waiver or waivers of any breach (or any series of breaches) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches of any kind, under any circumstances. As used in this MOU, "breach" includes default and all other circumstances in which a party does not perform as required by this MOU.

B.6 *Notices and Addresses.* (a) Unless otherwise provided in this MOU, any notice, communication, request, reply, or advice (in this MOU, severally and collectively called "notice") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given: (i) by depositing the same in the United States mail, postpaid as registered or certified mail with return receipt requested, addressed to the party to be notified at the address required by this MOU, or (ii) by physically delivering the same to the chief administrative officer or Liaison of such party. Notice deposited in the mail in the manner described shall be presumed to be received on the third business day following the day it is so deposited. This presumption is rebuttable.

(b) For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as set forth on the signature page. The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by giving at least fifteen days' written notice of the changed address to each other party.

B.7 *No Partnership.* This MOU shall never be construed to create any partnership or joint venture or to impose any partnership or venture duties upon any of the parties. Each party specifically reserves the right to perform its duties and services by techniques, means and methods of its own choosing, and to cause them to be provided, either alone or in conjunction with other persons or entities. Tri-Sports shall be an independent contractor controlling the details, means, techniques and methods of its work, it being agreed that West University will look only to the results prescribed by this MOU.

B.8 *Severability.* The provisions of this MOU are severable, and if any provision or part of this MOU or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this MOU to other persons or circumstances shall not be affected thereby.

B.9 *Governing Law; Venue.* This MOU shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties hereunder shall be performable in Harris County, Texas. Venue shall lie in the appropriate state court in and for Harris County, Texas.

PERMIT

FACILITIES:	1) West University Place Recreation Center (WUPRC), 4210 Bellaire, Specifically the Athletic Fields located on the west side of the property, owned by CITY OF WEST UNIVERSITY PLACE, TEXAS ("West University"), 2) The Houston Independent School Districts West University Elementary campus, specifically the designated out-of-door athletic field areas (reference the attached Renewal and Extension of License Agreement between HISD, City of WUP and West University Tri-Sports Association, inclusive of Exhibit A). This Agreement specifically identifies the Paul Wallin Field and the Randy Bullard Field as a realigned area licensed or leased by West University Little League.
PERMITTEE:	[West University Tri-Sports Association, a Texas non- profit corporation ("Permittee")]
TERM OF PERMIT:	From January 1, 2019 through December 31, 2019, unless sooner terminated as provided herein.
PRIORITY USE AREAS:	Athletic Fields, 1) located on the west side of the West University Place Recreation Center property, and the batting cages to be located outdoors on the southwest corner of the West University Place Recreation Center property and 2) located on the campus of the West University Elementary School campus.
PRIORITY USE HOURS:	<p>Weekdays (except holidays), from 3:30pm to 10:00pm during the regularly scheduled Youth Softball, Youth Baseball and Youth Soccer seasons.</p> <p>Saturdays from 8:00am to 10:00pm during the regularly scheduled Youth Softball, Youth Baseball and Youth Soccer seasons.</p> <p>Sundays and holidays from 9:00am to 10:00pm during the regularly scheduled Youth Softball, Youth Baseball and Youth Soccer seasons.</p> <p>EXCEPTIONS: The following five (5) dates involve city sponsored programs that will require the use of the athletic fields during the identified times:</p> <p>Saturday, April 13, 2019 – City's Easter Spring Festival, WUPRC Campus: 6:00am until 12:00pm</p> <p>West University Aquatics Club (Piranhas) Swim Meets, WUPRC Campus, (3) 2019 meets total, 3pm until 10pm TBD</p> <p>Fathers & Flashlights Event on WUE Campus – Date TBD</p>

PERMITTED USE:

Subject to all conditions of this Permit, and subject to West University's ordinances, rules and regulations, as amended now or later, West University authorizes the Permittee to use the Facilities during the term of this Permit (all as defined above), for the following activity only: Youth Softball, Youth Baseball and Youth Soccer.

Permittee's use of the Facilities is non-exclusive, to be shared with others. Permittee shall accommodate other authorized users. City reserves the right to schedule the use of the facilities for the purpose of city related special events and activities, including but not limited to the following: Annual Easter/Spring Festival, West University Aquatics (Piranhas) "home" Swim Meets, Annual Fathers and Flashlights Urban Camping Program. All such use will be negotiated a minimum of sixty (60) days in advance, as to not disrupt the normal Tri-Sports activities. However, Permittee shall have first-priority use (as to other authorized users, casual users or unauthorized users) of the Priority Use Area during the Priority Use Hours. Tournaments, meets and other special events require a separate permit.

PERMITTED USE:

Permittee must provide adult instructors or coaches with appropriate training, to be present and on duty, supervising the participants. The number of coaches or instructors must comply, at all times, with recommendations of the national governing body of the sanctioning authority for the youth sport in question.

IMPROVEMENTS:

Any field improvements must be pre-approved by the West University Liaison, prior to any improvements being facilitated.

Tri-Sports has contracted with Nets of Texas to extend the backstop nets and poles along the northern and southern fence lines of the baseball fields at the West U Recreation Center, as additional protection to stop balls from going on Bellaire Blvd. to the south or onto neighboring properties to the north. The design and materials are consistent with the exterior finishes of the existing nets and poles, as mutually agreed upon by both the City and Tri-Sports.

PERMIT

MAINTENANCE:

Permittee shall perform the following maintenance activities: Permittee shall be responsible for the mowing, trimming, top-dressing, fertilization, overseeding, aeration and field surface modifications and shall be responsible for the purchase, installation and maintenance of soccer goals, softball backdrops, field lighting systems, field irrigation systems and batting cages located in the priority use area.

GENERAL CONDITIONS:

The Permittee shall abide by West University's ordinances, rules and policies for the Facilities, as amended from time to time, and shall cause all participants in its activities to do so. Permittee is responsible for all persons it invites or admits to the Facilities, and Permittee will pay for any losses or damages caused by them (or by Permittee). Permittee has inspected the Facilities and accepts it "as is." Permittee shall not cause any unreasonable adverse effect on others, including, for example: effects of noise, vibration, odors, fumes, visual intrusions, flooding, congestion, vehicular traffic, and "spillover" parking of vehicles. Permittee shall not alter the Facilities, except as authorized in this Permit (see improvements and maintenance sections). Permittee shall not cause any nuisance or health hazard. This permit does not grant any property right or vested right of any kind. Either party may end the Term of this Permit at any time, by giving written notice to the other party. This permit is not assignable.

Public Address System: Tri-Sports will be required to comply with the City's existing Noise Ordinance (including, but not limited to, **Chapter 54 Offenses And Miscellaneous Provisions, Article II. Noise, Section 54-40 Enumeration of specific noises # 2 b)**

Field Lighting Systems: The use of the field lights may not go beyond 10:00pm during regular league play, unless otherwise authorized by the City Liaison; provided however, that during the Little League Baseball summer all-star tournaments, no new inning shall begin after midnight. Such authorizations will be typically restricted to post season tournaments. Tri-Sports will provide the city liaison with the phone access code to the lighting systems at the WU Elementary School and the WUP Recreation Center.

OTHER CONDITIONS:

This permit is subject to and governed by the Memorandum of Understanding between West University and Tri-Sports, and all of its provisions are incorporated herein by this reference. This permit may only be amended in writing, signed and approved by each party. All provisions continue in effect past termination or expiration of the Term of this permit.

ATTACHMENTS:

Individual arrangements may be made on an as needed basis for Tri-Sports use of meeting rooms, when the meeting rooms are available – not being used for paid programs and activities, specifically at the Community Building, Scout House and the West University Place Recreation Center.

PERMIT

SIGNATURES:

WEST UNIVERSITY TRI-SPORTS
ASSOCIATION

Address:

By: _____

Name: Gregg Thompson

Title: Tri-Sports President

CITY OF WEST UNIVERSITY PLACE

Address:

By: _____

Name: Susan White

Title: Parks and Recreation Director

ATTEST/SEAL: _____

Name:

Title: _____

ATTEST/SEAL: _____

Name:

Title: _____

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	October 22, 2018	AGENDA ITEM:	8
DATE SUBMITTED:	October 17, 2018	DEPARTMENT:	Parks and Recreation
PREPARED BY:	Susan White	PRESENTER:	Susan White, P & R Director
SUBJECT:	2019 Memorandum of Understanding between the City of West University Place and the West University Aquatics Club – Piranhas Swim Team		
ATTACHMENTS:	2019 Memorandum of Understanding		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO.:	N/A		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

Attached is the Memorandum of Understanding (MOU) between the City and the West University Aquatics Club, DBA West University Piranhas. The West University Piranhas have been in existence since the early 1950's. The team is managed by a volunteer parent board of directors.

The 2019 MOU defines the roles and expectations of the two entities and is intended to protect the best interests of both the City and the West University Piranhas. The MOU has been developed in cooperation with the West University Piranhas President and Board of Directors.

Notable changes for 2019:

1. WUAC will reimburse the City for staffing costs related to swim team activities outside of normal city operations.
2. Solid Waste and Recycling terms were expanded to address contamination in Appendix A, Section A.8b. This addition was developed in conjunction with the Recycling and Solid Waste Reduction Board in an effort to lessen contamination issues in the recycling stream.

RECOMMENDATION

Staff recommends that City Council authorize the City Manager to direct the Director of Parks and Recreation to execute the attached 2019 Memorandum of Understanding between the City of West University Place and the West University Aquatic Club - Piranhas Swim Team.

**MEMORANDUM OF UNDERSTANDING FOR
West University Aquatics Club, Inc. D/B/A West University Piranhas Swim Team
(PROGRAM YEAR 2019– January 1, 2019 through December 31, 2019)**

This memorandum of understanding ("MOU") is made and agreed to by: (1) the CITY OF WEST UNIVERSITY PLACE, TEXAS, a municipality located in Harris County, Texas ("West University") and (2) the WEST UNIVERSITY AQUATICS CLUB, Inc. (WUAC) a Texas non-profit corporation d/b/a West University Piranhas ("West University Piranhas Swim Team"). West University and West University Piranhas Swim Team agree as follows:

Purpose; Program; Liaisons. The purpose of this MOU is to formalize agreements between West University and WUAC relating to a youth summer swim team program ("Program"). Subject to the terms of the licenses and other agreements with West University giving WUAC organizations the right to use the West University Place Recreation Center and the Colonial Park Pool for the Program, WUAC will plan and provide the Program. The Program must meet the following criteria:

- (1) The practices and some swim meets will take place within the West University Place city limits.
- (2) The Program will cover a single season during the Program Year, specifically beginning January 1, 2019 and concluding on December 31, 2019.
- (3) The Program will provide a supervised competitive summer youth swim team for approximately 290 youthful residents of West University and may provide the same supervised program for non-residents.

All Program activities must be conducted or officially sponsored by WUAC so that they will be covered by the liability insurance required by Appendix A, attached hereto and made part hereof.

Liaisons. Until changed by the City Council, the West University Liaison is its Parks & Recreation Director, and the WUAC Liaison is its President.

Program Year; Payments: WUAC agrees to pay West University a sum of \$25.00 for each Non-Resident participant, in the summer swim team program, as identified in their application. Payment is due in-full on or before July 31, 2019 and must be accompanied by a list of the names of the non-resident participants.

Food And Merchandise Sales: WUAC reserves the right to offer for sale and collect the entire proceeds from any such sale, West University Piranhas merchandise, as well as food items, at practices and during meets held at the West University Place Recreation Center. WUAC will be responsible for compliance with applicable laws or regulations relating to any such sales.

Other Terms, Rights and Duties. Other terms, rights and duties are set out in Appendices A and B, and in facility use permits, attached hereto and made part hereof.

Date. This MOU is signed and dated as of **October 22, 2018 and effective January 1, 2019 through December 31, 2019.**

[SIGNATURE PAGE FOLLOWS THIS PAGE]

WEST UNIVERSITY AQUATICS CLUB, INC
d/b/a WEST UNIVERSITY PIRANHAS

CITY OF WEST UNIVERSITY PLACE

Address:

Address:

By:_____

By:_____

Name:

Name:

Title:

Title:

ATTEST/SEAL

ATTEST/SEAL

By: _____

By:_____

Name:

Name:

Title:

Title:

(MOU Signature Page)

Appendix A
(To Accompany MOU)

LIAISON, COOPERATION, PERMITS, ETC.

A.1 *Routine Liaison.* (a) Each party shall designate in writing a person to act as its Liaison under this MOU (the initial Liaison is shown on the signature page of this MOU). Such person shall have authority to transmit notices, receive information and interpret that party's policies and decisions. Such authority shall not extend to changing this MOU or any other item approved by a governing body. Each party will make its Liaison available to meet and confer about matters relating to this MOU, at reasonable times and places.

(b) In addition, WUAC agrees to:

- (1) Attend an annual meeting between the City of West University Place (Parks and Recreation Director and the Recreation Manager), and the WUAC President. The meeting will be hosted by the City and conducted in the fall of each calendar year for the purpose of reviewing and updating the MOU, and
- (2) provide to the West University Liaison a list of the board members that comprise WUAC (as well as the organization's recycling coordinator; see A.8, below) at the time such information becomes available (the list should include addresses, email addresses, phone numbers, etc.).

A.2. *Special Events.* If the WUAC organization considers sponsoring or providing a tournament, festival or similar event, or any mass gathering, in the West University city limits, WUAC will (i) notify the West University Liaison at the earliest practicable time and (ii) meet and confer with West University officials as may be reasonably requested. If West University facilities will be involved, a separate permit will be required for the special event.

A.3 *Information And Planning Data.* WUAC will provide information available to WUAC, which might assist West University in providing or planning parks and recreation facilities and activities.

A.4 *Basic Liability Coverage.* WUAC will maintain liability insurance in effect at all times during the Program Year. Each policy must list West University (and its officers, agents and employees) as additional insured parties with respect to activities under this MOU. The insurance must have limits of at least **\$1,000,000.00 per occurrence / \$2,000,000.00 aggregate**. "Additional insured" coverage must include general liability risks, including both on-going and completed operations.

A.5 *Electronic Marquee, Promotional Banners & City Publications.* West University owns electronic marquee signs near the intersection of University Blvd. and Auden and at 4210 Bellaire Blvd. West University agrees to provide to WUAC a reasonable number of messages, to be used to advertise Program activities only, during the Program Year. WUAC Piranhas Swim Team registration announcement banners will be allowed at two (2) locations within the City, 1) On the wrought-iron fence of Town Center, specifically at the corner of Edloe and University, and 2) On the wrought-iron fence of the West University Place Recreation Center, specifically on the southern side of the fence between the Bellaire Blvd. entrance and the railroad tracks. Banner Size: 8' X 3' Posting Duration: 3 weeks – WUAC will notify the city a minimum of two (2) weeks ahead of all banner installations. West University will publish an informational article and contact information

regarding WUAC leagues and activities in the Parks and Recreation Activity Guide. The guide is published and mailed to all West University residents three times annually.

A.6 Reserved

A.7 *Permits.* (a) The City agrees to issue the attached permit to WUAC to use municipal swimming pools for Program activities during the Program Year.

(b) From time to time, the WUAC organization may request additional permits, including permits that WUAC organization would like to have included in a future MOU for an upcoming Program Year. Such requests should be made by letter submitted to the West University Liaison at the earliest practicable time.

(c) Permits may require the permittee to improve and maintain the identified swimming pools, but the permittee may decline to accept Permits if the terms are unacceptable to the permittee or if any changes made to a Permit by the West University Liaison under (d) below are unacceptable.

(d) All such permits require approval and signature by the City and the permittee. The West University Liaison is authorized to sign such permits and to make reasonable changes in the permits, provided they remain revocable by the City.

(e) Whether included in a permit or not, the permittee agrees to:

- (1) observe and comply with the City's ordinances, rules and regulations applicable to each facility used by the WUAC organization; and
- (2) provide a written copy to each of its coaches at the beginning of each season.

A.8 *Solid Waste; Recycling.* (a) West University will provide routine, residential-level solid waste collection from activities of the WUAC. WUAC will: designate a recycling coordinator, who shall work with the Parks and Recreation Director (or designee) and the Public Works General Services Supervisor (or designee) to develop and implement a recycling program for that organization.

(b) In an effort to reduce contamination in the recycling stream at WUAC events/functions (Swim Meets, Fun Fridays, etc.), WUAC shall ensure to provide education to its member organization and/or affiliates to properly address contamination. Contamination results in a higher processing rate for West University. Depending on severity of contamination, costs may be passed on to WUAC.

A.9 *Termination of Prior Agreements.* All prior agreements between the parties relating to Program activities are terminated by agreement, effective as of the date of this MOU. This does not affect any duties required to be performed before that date.

Appendix B
(To Accompany Interlocal Cooperation MOU)

MISCELLANEOUS PROVISIONS

B.1 *Force Majeure*. Should any party be delayed or hindered in the performance of any of its obligations or duties under this MOU because of a force majeure, then the party so delayed or hindered shall be excused from such delay or hindrance to the extent that it is caused by the force majeure. The term "force majeure", as used in this MOU, includes, without limitation of the generality thereof: acts of God, strikes, lockouts, other personnel disturbances or job actions, acts of the public enemy, laws, regulations, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraining of government and people, civil disturbances, explosions, breakage or accidents to machinery or equipment, shortages of materials, equipment or supplies, or any other limitations of any party, whether similar to those enumerated or otherwise, which are not within the reasonable control of the party claiming such inability. If a party is affected by strike, lockout or other personnel disturbance or job action, this MOU does not compel the party to acquiesce to any demand or position of any personnel or other party, it being understood that the strike, lockout, disturbance or action would be a force majeure for the duration thereof.

B.2 *Non-Parties*. This MOU shall bind and benefit the parties only (except the agreement to cover West University's officers, agents and employees as additional insured parties). It shall not confer any rights or benefits upon any other party, nor may any other party enforce this MOU or sue for any damages under this MOU.

B.3 *Remedies Limited; Termination*. (a) No party shall terminate its performance under this MOU because of a breach by the other party, unless: (i) the terminating party first delivers an effective notice of breach to the breaching party, (ii) the breach is not cured by the end of the cure period, and (iii) on or before the thirtieth day following the last day of the cure period, the terminating party sends an actual notice of termination setting the final termination date, which date may not be sooner than the tenth day following receipt of the actual termination notice.

(b) To be effective, a notice of breach must: (i) identify the breach, giving enough details for the notified party to understand, investigate and cure, (ii) state the sections and exact provisions of this MOU which have been breached, (iii) state all means of curing the breach known to the party sending the notice, and (iv) designate a cure period of at least 10 days following receipt of the notice of breach. If a breach has already occurred, or if it is continuing in nature, it can be cured by taking reasonable action to prevent a recurrence.

(d) Except as limited by this MOU, all remedies at law or in equity shall remain available to the parties.

B.4 *Entire Agreement*. This MOU contains all the agreements of the parties relating to the subject matter and Program Year hereof, and there are no binding agreements, whether written or oral, among the parties relating to the subject matter and Program Year hereof, except as stated in this MOU. This MOU is the full and final expression of their agreement.

B.5 Waiver; Breaches. No waiver or waivers of any breach (or any series of breaches) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches of any kind, under any circumstances. As used in this MOU, "breach" includes default and all other circumstances in which a party does not perform as required by this MOU.

B.6 Notices and Addresses. (a) Unless otherwise provided in this MOU, any notice, communication, request, reply, or advice (in this MOU, severally and collectively called "notice") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given: (i) by depositing the same in the United States mail, postpaid as registered or certified mail with return receipt requested, addressed to the party to be notified at the address required by this MOU, or (ii) by physically delivering the same to the chief administrative officer or Liaison of such party. Notice deposited in the mail in the manner described shall be presumed to be received on the third business day following the day it is so deposited. This presumption is rebuttable.

(b) For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as set forth on the signature page. The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by giving at least fifteen days' written notice of the changed address to each other party.

B.7 No Partnership. This MOU shall never be construed to create any partnership or joint venture or to impose any partnership or venture duties upon any of the parties. Each party specifically reserves the right to perform its duties and services by techniques, means and methods of its own choosing, and to cause them to be provided, either alone or in conjunction with other persons or entities. WUAC shall be an independent contractor controlling the details, means, techniques and methods of its work, it being agreed that West University will look only to the results prescribed by this MOU.

B.8 Severability. The provisions of this MOU are severable, and if any provision or part of this MOU or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this MOU to other persons or circumstances shall not be affected thereby.

B.9 Governing Law; Venue. This MOU shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties hereunder shall be performable in Harris County, Texas. Venue shall lie in the appropriate state court in and for Harris County, Texas.

PERMIT

- FACILITIES:** 1) West University Place Recreation Center (WUPRC), 4210 Bellaire, specifically the indoor swimming pool and surrounding deck and green space located on the property and 2) Colonial Park Swimming Pool (CPP), 4130 Byron, specifically the outdoor pool and surrounding deck and green space located on the property. –, owned by CITY OF WEST UNIVERSITY PLACE, TEXAS (“West University”)
- PERMITTEE:** West University Aquatics Club, Inc. (WUAC), a Texas non- profit corporation d/b/a West University Piranhas (“Permittee”)
- TERM OF PERMIT:** From January 1, 2019 through December 31, 2019 unless sooner terminated as provided herein.
- PRIORITY USE AREAS:** Municipal Swimming Pools, 1) located at the West University Place Recreation Center property, and 2) located at Colonial Park.

PRIORITY USE HOURS:

In the event of pool failure, chemical issues, staffing issues, contamination incidents, severe weather or other circumstances; portions of the Recreation Center and Colonial Park Pool may be closed or unavailable. The City has the right to close the facility and/or pool and change the operational schedule as needed. Lanes may be decreased or unavailable.

West University Place Recreation Center (April Tryouts: April 6 &12, 2019):

Tryouts	Saturday, April 6	10:00am-11:30pm	use of 2 lanes
Tryouts	Friday, April 12	6:00-7:30pm	use of 2 lanes

West University Place Recreation Center (May Practices: May 13- May 31, 2019)

Practice	Monday through Thursday	4:00pm-6:00pm	use of 4 lanes
Practice	Monday through Thursday	6:00pm-7:00pm	use of 3 lanes
Practice	Monday through Thursday	7:00pm-8:00pm	use of 2 lanes

West University Place Recreation Center (June Practices: June 3-26, 2019)

Practice	Monday through Thursday	7:00am-9:00am	use of 8 lanes
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Colonial Park Pool (Fun Fridays, June 7, 14, 21, 2019)

Friday (Fun Fridays)	Fridays	7:00am-9:00am	use of entire pool
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Swim Meets (close WUPRC pool at 4pm)

- June 3, 2019 vs. TBD
- June 17, 2019 vs. TBD
- June 24, 2019 vs. TBD

Other Swim Team Related Events

- May 10, Meet & Greet/Swim Suit Try On at Colonial Park Pavilion, 7:00-8:30pm
- June 23, 2019- - Colonial Park Pool, Swim Team BBQ – 7:00pm-9:00pm

- PERMITTED USE:** Subject to all conditions of this Permit, and subject to West University’s ordinances, rules and regulations, as amended now or later, West University authorizes the Permittee to use the Facilities during the term of this Permit (all

as defined above), for the following activity only: West University Piranhas Youth Summer League Swim Team.

Permittee's use of the Facilities is non-exclusive, to be shared with others. Permittee shall accommodate other authorized users. However, Permittee shall have first-priority use (as to other authorized users, casual users or unauthorized users) of the Priority Use Areas during the Priority Use Hours. Other special events require a separate permit.

All coaches must have a background check on file with the City of West University Place, which will be facilitated by the city's Human Resource Department. The background checks must be completed and on file ahead of the start of the 2019 season and are valid for 365 days. The City will provide the Permittee a form for each coach to complete that will be forwarded to the Human Resources Department.

All swimmers must have a Parks and Recreation activity waiver, signed each year, on file. The activity waivers must be completed and on file ahead of the start of the 2019 season and are valid for 365 days. The City will provide the Permittee a copy of the waiver form that should be given to the participants. It is the responsibility of the Permittee to keep signed waivers current and on file for all participants. In the event the City requests a copy of the waivers, the Permittee must present the requested waiver(s) immediately.

Coaches/employees and volunteers of West University Place Piranhas Swim Team are responsible for following and enforcing city/facility policies. These include but are not limited to: all participants must shower before swimming; all participants must change clothes in designated age appropriate changing rooms/not on pool deck, keeping parents in designated areas during tryouts, practices and meets, etc.

Any damage to pool area or any aspect of the facility must be reported to the Manager on Duty immediately. Permittee is responsible for repair of any damage during use of pool/facility; Permittee is required to keep work space and areas used, including storage neat and organized at all times.

Staff of the Parks and Recreation Department reserves the right to deny space, or reassign lanes, areas or pools, in order to better facilitate the ratio of room size to group size. Every effort will be made by the City's representative to avoid canceling any confirmed reservation(s). However, situations may arise where a confirmed reservation(s) may have to be canceled.

All instructors and coaches must be certified with American Red Cross Swim Coaches Safety Training. The coach/swimmer ratio will not exceed one (1) coach per twenty-five (25) participants. Permittee must provide adult instructors or coaches with appropriate training, to be present and on duty, supervising the participants. The number of coaches or instructors must comply, at all times, with recommendations of the national governing body of the sanctioning authority for the youth sport in question.

IMPROVEMENTS:

Any pool improvements must be pre-approved by the West University Liaison, prior to any improvements being facilitated.

**GENERAL
CONDITIONS:**

The Permittee shall abide by West University's ordinances, rules and policies for the Facilities, as amended from time to time, and shall cause all participants in its activities to do so. Permittee has inspected the Facilities and accepts it "as is." Permittee shall not cause any unreasonable adverse effect on others, including, for example: effects of noise, vibration, odors, fumes, visual intrusions, flooding, congestion, vehicular traffic, and "spillover" parking of vehicles. Permittee shall not alter the Facilities, except as authorized in this Permit (see improvements and maintenance sections). Permittee shall not cause any nuisance or health hazard. This permit does not grant any property right or vested right of any kind. Either party may end the Term of this Permit at any time, by giving written notice to the other party. This permit is not assignable.

Public Address System: WUAC will be required to comply with the City's existing Noise Ordinance (including, but not limited to, **Chapter 54 Offenses and Miscellaneous Provisions, Article II. Noise, Section 54-40 Enumeration of specific noises # 2 b)**

City will provide lifeguards during the following WUAC activities:
Tryouts, Practices, Swim Meets, "Fun Fridays" at Colonial Park Pool and the team's end of the year party at Colonial Park Pool. WUAC will pay \$12.00 per hour per lifeguard for staff reimbursement to include lifeguards and desk staff where applicable as follows:

Activity/Date	WUP Swim Team	City
Tryouts, April 6, 10-11:30am & April 12, 6-7:30pm	WUAC will reimburse the City for 1 lifeguard during all tryouts.	City will schedule and pay 3 lifeguards.
May practices, Monday through Thursday, May 13-31, 4-8pm	WUAC will reimburse the City for 1 lifeguard during all practices.	City will schedule and pay 3 lifeguards.
June practices: Monday through Thursday, June, 3-26	WUAC will reimburse the City for 1 lifeguard during all practices.	City will schedule and pay 3 lifeguards.
Fun Fridays: June 7, 14, 21	WUAC will reimburse the City for 10 lifeguards during all Fun Fridays.	City will schedule and pay 10 lifeguards and 1 desk staff.
Swim Meets: June 3, 17, 24	WUAC will reimburse the City for 1 lifeguard during all meets.	City will schedule and pay 3 lifeguards.
Swim Team BBQ Party: June 23	WUAC will reimburse the City for 10 lifeguards & 1 desk staff during BBQ Party.	City will schedule and pay 10 lifeguards and 1 desk staff.

**OTHER
CONDITIONS:**

This permit is subject to and governed by the Memorandum of Understanding between West University and WUAC, and all of its provisions are incorporated herein by this reference. This permit may only be amended in writing, signed and approved by each party. All provisions continue in effect past termination or expiration of the Term of this permit.

ATTACHMENTS:

Individual arrangements may be made on an as needed basis for WUAC use of meeting rooms, when the meeting rooms are available – not being used for paid programs and activities, specifically at the Colonial Pool Multi-Purpose Room, Community Building and Scout House. No meeting space will be made available at the WUPRC.

PERMIT

SIGNATURES:

WEST UNIVERSITY AQUATICS CLUB, INC
D/B/A WEST UNIVERSITY PIRANHAS

CITY OF WEST UNIVERSITY PLACE

Address: _____

Address: _____

By: _____
Name: _____

By: _____
Name: _____

Title: _____

Title: _____

ATTEST/SEAL: _____
Name: _____

Title: _____

ATTEST/SEAL: _____
Name: _____

Title: _____

General Information Hand-Out for
WUAC Board of Directors, Coaches and Parents

TEXAS TRANSPORTATION CODE

Sec. 545.302. STOPPING, STANDING, OR *PARKING* PROHIBITED IN CERTAIN PLACES.

(a) An operator may not stop, stand, or *park* a vehicle:

- (1) on the roadway side of a vehicle stopped or *parked* at the edge or curb of a street;
- (2) on a sidewalk;
- (3) in an intersection;
- (4) on a *crosswalk*
- (5) between a safety zone and the adjacent curb or within 30 feet of a place on the curb immediately opposite the ends of a safety zone, unless the governing body of a municipality designates a different length by signs or markings;
- (6) alongside or opposite a street excavation or obstruction if stopping, standing, or *parking* the vehicle would obstruct traffic;
- (7) on a bridge or other elevated structure on a highway or in a highway tunnel;
- (8) on a railroad track; or
- (9) where an official sign prohibits stopping.

(b) An operator may not, except momentarily to pick up or discharge a passenger, stand or *park* an occupied or unoccupied vehicle:

- (1) in front of a public or private driveway;
- (2) within 15 feet of a fire hydrant;
- (3) within 20 feet of a *crosswalk* at an intersection;
- (4) within 30 feet on the approach to a flashing signal, stop sign, yield sign, or traffic-control signal located at the side of a roadway;
- (5) within 20 feet of the driveway entrance to a fire station and on the side of a street opposite the entrance to a fire station within 75 feet of the entrance, if the entrance is properly marked with a sign; or
- (6) where an official sign prohibits standing.

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	October 22, 2018	AGENDA ITEM:	9
DATE SUBMITTED:	October 17, 2018	DEPARTMENT:	Parks and Recreation
PREPARED BY:	Susan White	PRESENTER:	Susan White, Parks and Recreation Director
SUBJECT:	2019 Memorandum of Understanding between the City of West University Place and the West University Baptist Church		
ATTACHMENTS:	2019 Memorandum of Understanding		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO.:			
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

The city entered its first formal MOU with the West University Baptist Church (WUBC) in 2012. The city had an informal arrangement with WUBC since 1996. The agreement came into being due to the fact that the City needed a gymnasium to conduct adult basketball leagues and the use of the WUBC parking lots on the 3800 block of Milton for its Community Building/Senior Center (CB/SC) program participants, and WUBC needed additional classroom space to conduct their Sunday-School programs. The City has since ceased to offer adult basketball leagues, but continues to rely on use of the WUBC parking lot for our CB/SC patrons. The City allows WUBC free use of the CB/SC space for their Sunday-School programs, but charges a “market rate” janitorial service fee. The City and WUBC enjoy a mutually beneficial partnership. There are no new changes for the 2019 MOU.

RECOMMENDATION

Staff recommends that City Council authorize the City Manager to direct the Director of Parks and Recreation to execute the attached 2019 Memorandum of Understanding between the City of West University Place and the West University Baptist Church.

**MEMORANDUM OF UNDERSTANDING FOR
WEST UNIVERSITY BAPTIST CHURCH – COMMUNITY BUILDING USE
(PROGRAM YEAR 2019 – January 1, 2019 through December 31, 2019)**

This memorandum of understanding ("MOU") is made and agreed to by: (1) the CITY OF WEST UNIVERSITY PLACE, TEXAS, a municipality located in Harris County, Texas ("West University") and (2) the WEST UNIVERSITY BAPTIST CHURCH (WUBC) Sunday School Program. West University and WUBC agree as follows:

Purpose; Program; Liaisons. The purpose of this MOU is to formalize agreements between West University and WUBC relating to the use of the Community Building/Senior Center in exchange for the WUBC allowing West University use of their Parking Lot #3 (reference attached Appendix C) Monday through Friday, from 7:30am until 5:30pm, with the exception of Thursday mornings the Program must meet the following criteria:

- (1) The Sunday School activities will take place within the West University Community Building/Senior Center, which includes the four (4) meeting and activity rooms, kitchen and restrooms at 6104 Auden.
- (2) The Program will involve every Sunday during the Program Year - 51 days annually.
- (3) The Program will provide supervised Sunday School activities for youthful and adult residents of West University and may provide these same supervised Sunday School activities for non-residents.
- (4) WUBC will be charged the standard Community Building/Senior Center rental rates for all use outside the approved 7:00am until 2:00pm Sunday use.
- (5) The Annual Fathers and Flashlights date is scheduled in the fall, typically October, and the space will not be available to the church for a Parks and Recreation Department event. West University will provide the date to the WUBC in a prompt fashion.

All Program activities must be conducted or officially sponsored by WUBC so that they will be covered by the liability insurance required by Appendix A, attached hereto and made part hereof.

Liaisons. Until changed by the City Council, the West University Liaison is its Senior Services Manager and the WUBC Liaison is the Facilities Manager. A total of two (2- 4A2) "master keys" to the Community Building/Senior Center will be issued to Associate Pastor, and one of the following keys 4A3, 4A4, 4A5 and 4A6 will also be issued.

- (1) Any lost or stolen keys must be reported to the West University Liaison immediately.
- (2) These key may not be duplicated – additional keys will be issued upon the mutual agreement between West University and WUBC.
- (3) These keys must be tendered to West University upon the termination of this agreement.

Program Year; Payments: WUBC will reimburse West University for the janitorial services that are scheduled to be rendered at the conclusion of their use of the building each Sunday. The fee is subject to change, but is currently **\$68.00 weekly**. West University will bill WUBC for the janitorial services on a quarterly basis. Billing dates: April 1st, July 1st, October 1st and January 1st. Payment is expected to be paid in full on or before the tenth of each identified month.

Other Terms, Rights And Duties. Other terms, rights and duties are set out in Appendices A and B, and in facility use permits, attached hereto and made part hereof.

Date. This MOU is signed and dated as of **October 22, 2018 and effective January 1, 2019 through December 31, 2019.**

WEST UNIVERSITY BAPTIST CHURCH

Address: _____

By: _____

Name: _____

Title: _____

CITY OF WEST UNIVERSITY PLACE

Address: _____

By: _____

Name: _____

Title: _____

ATTEST/SEAL

Name: _____

Title: _____

ATTEST/SEAL

Name: _____

Title: _____

(MOU Signature Page)

Appendix A
(To Accompany MOU)

LIAISON, COOPERATION, PERMITS, ETC.

A.1 *Routine Liaison.* (a) Each party shall designate in writing a person to act as its Liaison under this MOU (the initial Liaison is shown on the signature page of this MOU). Such person shall have authority to transmit notices, receive information and interpret that party's policies and decisions. Such authority shall not extend to changing this MOU or any other item approved by a governing body. Each party will make its Liaison available to meet and confer about matters relating to this MOU, at reasonable times and places.

(b) In addition, WUBC agrees to:

- (1) Attend an annual meeting between the City of West University Place (Senior Services Manager and the Parks and Recreation Director), and the WUBC Facilities Manager. The meeting will hosted by the City and conducted in the fall of each calendar year for the purpose of reviewing and updating the MOU, and
- (2) provide to the West University Liaison a list of the WUBC employees who are in charge for the Sunday School program at the time such information becomes available (the list should include addresses, email addresses, phone numbers, etc.).

A.2. *Special Events.* If WUBC considers sponsoring or providing a festival or similar event, or any mass gathering, in the West University Community Building/Senior Center, WUBC will cause the appropriate WUBC employee to: (i) notify the West University Liaison at the earliest practicable time and (ii) meet and confer with West University officials as may be reasonably requested. If West University facilities will be involved, a separate permit will be required for the special event.

A.3 *Information And Planning Data.* WUBC will provide information available to them that might assist West University in providing or planning parks and recreation facilities and activities.

A.4 *Basic Liability Coverage.* Except as provided below, WUBC will maintain liability insurance in effect at all times during the Program Year. If WUBC does not itself maintain such insurance, it shall cause the Sunday School program organization to maintain such insurance and list WUBC (and its officers agents and employees) as additional insured parties. Each policy must list West University (and its officers, agents and employees) as additional insured parties with respect to activities under this MOU. The insurance must have limits of at least **\$1,000,000 per occurrence / \$2,000,000.00 aggregate**. "Additional insured" coverage must include general liability risks, including both on-going and completed operations. Individual permits (see the attached form) may require additional coverages and features.

A.5 *Reserved*

A.6 *Permits.* (a) The City agrees to issue the attached permit to WUBC to use the Community Building/Senior Center for Program activities during the Program Year.

(b) From time to time, WUBC may request additional permits, including permits that WUBC would like to have included in a future MOU for an upcoming Program Year. Such requests should be made by letter submitted to the West University Liaison at the earliest practicable time. In the case of permits for the use of the Community Building/Senior Center, requests for an upcoming year should:

- (1) Fall/Winter schedules due on or before September 1 of each year, and the Spring/Summer schedules due on or before January 1 of each year.
- (2) Identify the proposed uses, including the days and times requested,
- (3) Provide additional information as the West University Liaison may reasonably request.

(c) Permits will require the permittee to maintain the Community Building/Senior Center, but the permittee may decline to accept Permits if the terms are unacceptable to the permittee or if any changes made to a Permit by the West University Liaison under (d) below are unacceptable.

(d) All such permits require approval and signature by the City and the permittee. The West University Liaison is authorized to sign such permits and to make reasonable changes in the permits, provided they remain revocable by the City.

(e) Whether included in a permit or not, the permittee agrees to:

- (1) observe and comply with the City's ordinances, rules and regulations applicable to each facility used by WUBC; and
- (2) provide a written copy to each WUBC employee assigned to work at this facility.

A.8 *Solid Waste; Recycling.* West University will provide routine, residential-level solid waste collection from activities of WUBC. WUBC will make every reasonable effort to recycle all materials used in facilitating the programs and activities they conduct at the Community Building/Senior Center.

A.9 *Termination of Prior Agreements.* All prior agreements between the parties relating to Program activities are terminated by agreement, effective as of the date of this MOU. This does not affect any duties required to be performed before that date.

Appendix B
(To Accompany Interlocal Cooperation MOU)

MISCELLANEOUS PROVISIONS

B.1 *Force Majeure*. Should any party be delayed or hindered in the performance of any of its obligations or duties under this MOU because of a force majeure, then the party so delayed or hindered shall be excused from such delay or hindrance to the extent that it is caused by the force majeure. The term "force majeure", as used in this MOU, includes, without limitation of the generality thereof: acts of God, strikes, lockouts, other personnel disturbances or job actions, acts of the public enemy, laws, regulations, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraining of government and people, civil disturbances, explosions, breakage or accidents to machinery or equipment, shortages of materials, equipment or supplies, or any other limitations of any party, whether similar to those enumerated or otherwise, which are not within the reasonable control of the party claiming such inability. If a party is affected by strike, lockout or other personnel disturbance or job action, this MOU does not compel the party to acquiesce to any demand or position of any personnel or other party, it being understood that the strike, lockout, disturbance or action would be a force majeure for the duration thereof.

B.2 *Non-Parties*. This MOU shall bind and benefit the parties only (except the agreement to cover West University's officers, agents and employees as additional insured parties). It shall not confer any rights or benefits upon any other party, nor may any other party enforce this MOU or sue for any damages under this MOU.

B.3 *Remedies Limited; Termination*. (a) No party shall terminate its performance under this MOU because of a breach by the other party, unless: (i) the terminating party first delivers an effective notice of breach to the breaching party, (ii) the breach is not cured by the end of the cure period, and (iii) on or before the thirtieth day following the last day of the cure period, the terminating party sends an actual notice of termination setting the final termination date, which date may not be sooner than the tenth day following receipt of the actual termination notice.

(b) To be effective, a notice of breach must: (i) identify the breach, giving enough details for the notified party to understand, investigate and cure, (ii) state the sections and exact provisions of this MOU which have been breached, (iii) state all means of curing the breach known to the party sending the notice, and (iv) designate a cure period of at least 30 days following receipt of the notice of breach. If a breach has already occurred, or if it is continuing in nature, it can be cured by taking reasonable action to prevent a recurrence.

(c) If a dispute or disagreement arises out of this MOU, the parties agree to use reasonable best efforts to settle it in a just and equitable manner, recognizing their mutual interests. They agree to pursue the following steps:

- (1) They will meet and confer within ten days of a request to do so.
- (2) If no settlement is reached, they will next exchange lists of possible approaches to resolve the dispute or disagreement. The exchange will be simultaneous, and it must occur within ten days following a request. Each party will list as many approaches as it can reasonably imagine that would be agreeable. The parties are encouraged to be creative and flexible in developing possible approaches.

- (3) Within ten days following the exchange, they will again meet and confer. If no settlement is reached, any party may submit the matter for mediation, and all affected parties will participate and try in good faith to settle. Unless they otherwise agree, the mediation will be administered by the American Arbitration Association under its Commercial Mediation Rules.

Neither party may commence legal action to interpret or enforce this MOU against the other party until the commencing party has followed the mediation procedures set out above. This does not prohibit a party from filing such proceedings to prevent the running of a statute of limitations or other tolling rule, provided that the party continues pursuing the steps required by this subsection.

(d) **WEST UNIVERSITY SHALL NEVER BE OBLIGATED TO PAY ANY MORE MONEY--IN CONNECTION WITH THIS MOU OR THE PROGRAM--THAN THE AMOUNT CERTIFIED AS BUDGETED AND UNENCUMBERED ON THE SIGNATURE PAGE. THIS APPLIES TO AND LIMITS ALL PAYMENTS, CLAIMS, LIABILITIES, LOSSES AND DAMAGES, REGARDLESS OF CAUSE OR ORIGIN, WHETHER FROM CONTRACT OR TORT, PERFORMANCE OR NONPERFORMANCE, OR FROM STRICT LIABILITY OR NEGLIGENCE, ACTIVE OR OTHERWISE, OF WEST UNIVERSITY OR ITS OFFICERS, AGENTS OR EMPLOYEES.**

(e) Except as limited by this MOU, all remedies at law or in equity shall remain available to the parties.

B.4 Entire Agreement. This MOU contains all the agreements of the parties relating to the subject matter and Program Year hereof, and there are no binding agreements, whether written or oral, among the parties relating to the subject matter and Program Year hereof, except as stated in this MOU. This MOU is the full and final expression of their agreement.

B.5 Waiver; Breaches. No waiver or waivers of any breach (or any series of breaches) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches of any kind, under any circumstances. As used in this MOU, "breach" includes default and all other circumstances in which a party does not perform as required by this MOU.

B.6 Notices and Addresses. (a) Unless otherwise provided in this MOU, any notice, communication, request, reply, or advice (in this MOU, severally and collectively called "notice") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given: (i) by depositing the same in the United States mail, postpaid as registered or certified mail with return receipt requested, addressed to the party to be notified at the address required by this MOU, or (ii) by physically delivering the same to the chief administrative officer or Liaison of such party. Notice deposited in the mail in the manner described shall be presumed to be received on the third business day following the day it is so deposited. This presumption is rebuttable.

(b) For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as set forth on the signature page. The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by giving at least fifteen days' written notice of the changed address to each other party.

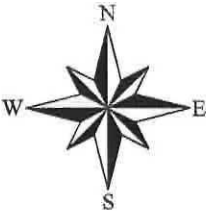
B.7 *No Partnership.* This MOU shall never be construed to create any partnership or joint venture or to impose any partnership or venture duties upon any of the parties. Each party specifically reserves the right to perform its duties and services by techniques, means and methods of its own choosing, and to cause them to be provided, either alone or in conjunction with other persons or entities. Tri-Sports shall be an independent contractor controlling the details, means, techniques and methods of its work, it being agreed that West University will look only to the results prescribed by this MOU.

B.8 *Severability.* The provisions of this MOU are severable, and if any provision or part of this MOU or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this MOU to other persons or circumstances shall not be affected thereby.

B.9 *Governing Law; Venue.* This MOU shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties hereunder shall be performable in Harris County, Texas. Venue shall lie in the appropriate state court in and for Harris County, Texas.

West University Parking Lots

APPENDIX C
(To Accompany MOU)



PERMIT

FACILITIES:	Community Building/Senior Center, 6104 Auden, owned by CITY OF WEST UNIVERSITY PLACE, TEXAS ("West University).
PERMITTEE:	West University Baptist Church ("Permittee")
TERM OF PERMIT:	From January 1, 2019 through December 31, 2019, unless sooner terminated as provided herein.
PRIORITY USE AREAS:	All meeting and activity rooms, kitchen, restrooms and hallways/general congregant areas.
PRIORITY USE HOURS:	Every Sunday from 7:00am until 2:00pm
	EXCEPTIONS: City Functions such as Fathers and Flashlights take priority!
PERMITTED USE:	<p>Subject to all conditions of this Permit, and subject to West University's ordinances, rules and regulations, as amended now or later, West University authorizes the Permittee to use the Facilities during the term of this Permit (all as defined above), for the following activity only: WUBC Sunday School program.</p> <p>Permittee's use of the Facilities is exclusive. City reserves the right to schedule the use of the facilities for the purpose of city related special events and activities. All such use will be negotiated a minimum of sixty (60) days in advance, as to not disrupt the normal WUBC activities. However, Permittee shall have first-priority use (as to other authorized users, casual users or unauthorized users) of the Priority Use Area during the Priority Use Hours. All other special events require a separate permit.</p>
PERMITTED USE:	Permittee must provide adult instructors with appropriate training, to be present and on duty, supervising the participants. The number of instructors must comply, at all times, with recommendations of the governing body of the WUBC.
IMPROVEMENTS:	Any facility improvements must be pre-approved by the West University Liaison prior to any improvements being facilitated.

PERMIT

MAINTENANCE:	Permittee shall perform the following maintenance activities: Permittee shall be responsible for the general care and maintenance of the facility, all furniture and fixtures in the facility that they incorporate during the course of their use, properly dispose of all waste generated by their use and reporting any maintenance issues involving the kitchen, restrooms, lighting systems and HVAC systems to the West University Liaison.
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**GENERAL
CONDITIONS:**

The Permittee shall abide by West University's ordinances, rules and policies for the Facilities, as amended from time to time, and shall cause all participants in its activities to do so. Permittee is responsible for all persons it invites or admits to the Facilities, and Permittee will pay for any losses or damages caused by them (or by Permittee). Permittee has inspected the Facilities and accepts it "as is." Permittee shall not cause any unreasonable adverse effect on others, including, for example: effects of noise, vibration, odors, fumes, visual intrusions, flooding, congestion, vehicular traffic, and "spillover" parking of vehicles. Permittee shall not alter the Facilities, except as authorized in this Permit (see improvements and maintenance sections). Permittee shall not cause any nuisance or health hazard. This permit does not grant any property right or vested right of any kind. Either party may end the Term of this Permit at any time, by giving written notice to the other party. This permit is not assignable.

**OTHER
CONDITIONS:**

This permit is subject to and governed by the Memorandum of Understanding between West University and WUBC, and all of its provisions are incorporated herein by this reference. This permit may only be amended in writing, signed and approved by each party. All provisions continue in effect past termination or expiration of the Term of this permit.

ATTACHMENTS:

PERMIT

SIGNATURES:

WEST UNIVERSITY BAPTIST CHURCH
Address: _____

CITY OF WEST UNIVERSITY PLACE
Address: _____

By: _____
Name: _____

Title: _____

By: _____
Name: _____

Title: _____

ATTEST/SEAL: _____
Name: _____

Title: _____

ATTEST/SEAL: _____
Name: _____

Title: _____



The City of West University Place

A Neighborhood City

CITY COUNCIL

Susan Sample, Mayor
Vacant, Mayor Pro Tem
Bob Higley, Councilmember
Kellye Burke, Councilmember
Mardi Turner, Councilmember

STAFF

M. Christopher Peifer, City Manager
Alan Petrov, City Attorney
Thelma Gilliam, City Secretary

DRAFT

CITY COUNCIL SPECIAL MEETING MINUTES

The City Council of the City of West University Place, Texas, met in a special meeting on **Monday, October 1, 2018**, in the Municipal Building Council Chambers located at 3800 University, West University Place, Texas beginning at **6:30 p.m.**

Notice of the special meeting was duly posted in accordance with the Texas Government Code, Chapter 551.

Call to Order. Mayor Sample called the meeting to order at 6:33 p.m. in the City Council Chambers. Council and Staff in attendance were: Councilmembers Burke and Turner, City Manager Peifer, City Secretary Gilliam, Finance Director Kalka, Police Chief Walker, and Assistant City Manager/Public Works Director Beach. Councilmember Higley was absent.

Agenda Items were as follows:

1. First Public Hearing on Tax Rate

Matters related to the first of two public hearings to hear comments on the proposed tax rate.
Recommended Action: Hold first public hearing on the proposed tax rate.

The public hearing on the tax rate was held.

Resident Alida Drewes spoke regarding budget and other topics. There were no other comments from the public.

2. Adjourn

After hearing from the public, Councilmember Turner moved to close the public hearing and to adjourn the meeting at approximately 6:45 p.m. Councilmember Burke seconded the motion.
MOTION PASSED.

Ayes: Sample, Burke, Turner

Noes: None

Absent: Higley

Thelma A. Gilliam, City Secretary

Date Approved



The City of West University Place

A Neighborhood City

CITY COUNCIL

Susan Sample, Mayor
Vacant, Mayor Pro Tem
Bob Higley, Councilmember
Kellye Burke, Councilmember
Mardi Turner, Councilmember

STAFF

M. Chris Peifer, City Manager
Alan Petrov, City Attorney
Thelma Gilliam, City Secretary

DRAFT

CITY COUNCIL ACTION MINUTES

The City Council of the City of West University Place, Texas, met in regular session on **Monday, October 8, 2018**, in the Municipal Building, 3800 University, West University Place, Texas beginning at approximately **6:30 p.m.**

Called to Order. Mayor Sample called the meeting to order at approximately 6:32 p.m. in the Council Chambers. Council and Staff in attendance were: Councilmembers Burke, Higley, and Turner, City Manager Peifer, City Attorney Petrov, City Secretary Gilliam, Assistant City Manager/Public Works Director Beach, Finance Director Kalka, Parks and Recreation Director White, Human Resources Director Urban, and Communications Director Jett

In attendance to speak on behalf of the Houston Chevron Marathon were Brant Koch, President of the Board and Race Director and John Stokes, a West U resident and Marathon volunteer.

Pledge of Allegiance: Jay Love, Boy Scout Troop 125, and his brother Tate Love, led the Pledge.

Notice of Meeting: City Secretary Gilliam confirmed that the notice of the meeting was duly posted in accordance with the Texas Government Code, Chapter 551.

Agenda items were as follows:

1. Public Comments

This was an opportunity for citizens to speak to Council relating to agenda and non-agenda items.

- Alida Drewes, 6112 Fordham, spoke regarding City taxes and senior tax exemptions.

2. Houston Chevron Marathon

Matters related to the Chevron Houston Marathon. *Recommended Action: Discuss and take any desired action.* **Ms. Susan White, Parks and Recreation Director**

Councilmember Higley moved to authorize the City Manager to take the necessary actions to support the 2019 Chevron Houston Marathon event in West University Place and continue to make it one of the greatest events in our City. Councilmember Burke seconded the motion. **MOTION PASSED.**

Ayes: Sample, Burke, Higley, Turner

Noes: None

Absent: None

3. Second Public Hearing on the Tax Rate

Matters related to the second and final public hearing on the proposed property tax rate. *Recommended Action: Hold second hearing on the tax rate to hear from the public.* **Ms. Marie Kalka, Finance Director**

After a presentation by Finance Director Kalka, Mayor Sample opened the public hearing at approximately 6:45 p.m.

With no public comments, Mayor Sample closed the public hearing at approximately 6:45 p.m.

4. Public Hearing on the 2019 Proposed Budget

Matters related to a public hearing on the City's 2019 Proposed Budget. *Recommended Action: Hold hearing on the 2019 Proposed Budget to hear from the public.* **Mr. M. Chris Peifer, City Manager**

After a presentation by Finance Director Kalka, Mayor Sample opened the public hearing at approximately 7:10 pm.

With no public comments, Mayor Sample closed the public hearing at approximately 7:10 p.m.

5. Ordinance Dedicating Jennie Elizabeth Hughes Park as Parkland

Matters related to the first of two readings of an ordinance dedicating Elizabeth Hughes Park as a public park. *Recommended Action: Approve ordinance dedicating Elizabeth Hughes Park as a Public Park on the first of two readings.* **Ms. Susan White, Parks and Recreation Director**

Councilmember Turner moved Staff recommends that City Council approve the ordinance amending Chapter 58, Article VI, by adding Section 58-136 of the Code of Ordinances on the first of two readings. Councilmember Higley seconded the motion. **MOTION PASSED.**

Ayes: Sample, Burke, Higley, Turner

Noes: None

Absent: None

6. Ordinance Regarding Park Curfew Hours

Matters related to discussion and approval of an ordinance regarding Park Curfew Hours on the first of two readings. *Recommended Action: Approve ordinance designating park curfew hours on the first of two readings.* **Ms. Susan White, Parks and Recreation Director**

Councilmember Higley moved to Staff recommends that City Council approve the ordinance amending Chapter 58, Article I, Section 58-2 of the Code of Ordinances on the first of two readings. Councilmember Turner seconded the motion. **MOTION PASSED.**

Ayes: Sample, Burke, Higley, Turner

Noes: None

Absent: None

7. Consent Agenda

All Consent Agenda items listed were considered to be routine by the City Council and were enacted by one motion. There was no separate discussion of these items.

A. City Council Minutes

Approve City Council Action Minutes of September 24, 2018 and the Budget Workshop Minutes of September 29, 2018. *Recommended Action: Approve Minutes.* **Ms. Thelma Gilliam, City Secretary**

B. Jennie Elizabeth Hughes (JEH) Park 20 MPH Speed Zone

Matters related to adopting an ordinance lowering the speed zone to 20 MPH in the area of Hughes Park. *Recommended Action: Adopt ordinance lowering speed limit to 20 MPH in the area of*

Hughes Park on the second and final reading. Mr. Dave Beach, Assistant City Manager/Public Works Director

C. Lift Station Phase II Project Close-Out

Matters related to closing out the Lift Station Phase II project. *Recommended Action: Authorize staff to close out Phase II of the Lift Station project. Mr. Dave Beach, Assistant City Manager/Public Works Director*

Councilmember Higley moved to approve the Consent Agenda as presented. Councilmember Burke seconded the motion. **MOTION PASSED.**

Ayes: Sample, Burke, Higley, Turner
Noes: None
Absent: None

8. Adjourn

With no other matters before Council, Councilmember Higley moved to adjourn the meeting at approximately 7:18 p.m. Councilmember Burke seconded the motion. **MOTION PASSED.**

Ayes: Sample, Burke, Higley, Turner
Noes: None
Absent: None

Prepared by:

Thelma A. Gilliam, TRMC, City Secretary

Council Approval Date



The City of West University Place

A Neighborhood City

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Vacant, Mayor Pro Tem
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Kellye Burke, Councilmember
Mardi Turner, Councilmember

STAFF

M. Christopher Peifer, City Manager
Alan Petrov, City Attorney
Thelma Gilliam, City Secretary

DRAFT

CITY COUNCIL SPECIAL MEETING MINUTES

The City Council of the City of West University Place, Texas, met in a special meeting on **Monday, October 15, 2018**, in the Municipal Building Council Chambers located at 3800 University, West University Place, Texas beginning at **6:30 p.m.**

Notice of the special meeting was duly posted in accordance with the Texas Government Code, Chapter 551.

Call to Order. Mayor Sample called the meeting to order at 6:30 p.m. in the City Council Chambers. Council and Staff in attendance were: Councilmembers Burke, Higley and Turner, City Manager Peifer, City Secretary Gilliam, Finance Director Kalka, General Services Superintendent Barrera, Fire Chief Taylor, Human Resources Director Urban, Communications Director Jett, and Parks and Recreation Director White.

Councilmember Higley led the Pledge.

Agenda Items were as follows:

1. Adoption of the 2019 Budget

Matters related to an ordinance adopting the budget for the fiscal year beginning January 1, 2019 and ending December 31, 2019 appropriating funds for such budget; containing findings and provisions relating to the subject; and declaring an emergency. *Recommended Action: Approve the ordinance adopting the 2019 Budget on first and final reading.* **Ms. Marie Kalka, Finance Director**

Councilmember Higley moved that Council adopt an ordinance approving and adopting a Budget for fiscal year beginning January 1, 2018 and ending December 31, 2018 and declaring an emergency on first and final reading. Councilmember Burke seconded the motion. **MOTION PASSED.**

Ayes: Sample, Burke, Higley, Turner
Noes: None
Absent: None

2. Adoption of the 2018 Tax Rate

Matters related to an ordinance approving and adopting the 2018 Tax Rate, and declaring an emergency. *Recommended Action: Adopt ordinance approving the 2018 tax rate of 0.31680 on first and final reading.* **Ms. Marie Kalka, Finance Director**

Councilmember Higley moved that the property tax rate be increased by the adoption of a tax rate of 0.31680, which is effectively a 0.51 percent increase in the tax rate and moved that the ordinance adopting the 2018 Tax Rate be approved, declaring an emergency on first and final reading. Councilmember Turner seconded the motion. **MOTION PASSED.**

Ayes: Sample, Burke, Higley, Turner

Noes: None

Absent: None

3. Revisions to Fee Schedule

Matters related to an ordinance adopting revisions to the City's Fee Schedule. *Recommended Action: Approve ordinance adopting revisions to the City's Fee Schedule on the first of two readings. Mr. M. Chris Peifer, City Manager*

Councilmember Burke moved to approve first reading of the ordinance updating the 2019 Fee Schedule. Councilmember Higley seconded the motion. **MOTION PASSED.**

Ayes: Sample, Burke, Higley, Turner

Noes: None

Absent: None

4. Adjourn

Councilmember Higley moved to close the special meeting at approximately 6:42 p.m. Councilmember Turner seconded the motion. **MOTION PASSED.**

Ayes: Sample, Burke, Higley, Turner

Noes: None

Absent: None

Thelma A. Gilliam, City Secretary

Date Approved

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	October 4, 2018	AGENDA ITEM:	10B
DATE SUBMITTED:	October 8, 2018	DEPARTMENT:	Parks and Recreation
PREPARED BY:	Susan White	PRESENTER:	Susan White, Parks and Recreation Director
SUBJECT:	Dedicating Jennie Elizabeth Hughes Park as a Public Park – Second and Final Reading of the Ordinance		
ATTACHMENTS:	Ordinance Amending Chapter 58, Article VI, Section 58-136		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO.:	N/A		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

In accordance with the Donation Agreement between the City of West University Place and the Estate of James M. Hughes, the property known as Jennie Elizabeth Hughes Park, located at the northwest corner of Sewanee Avenue and Pittsburg Street at 6446 Sewanee – Lot 1, Block 27, Section 1 of West University Place, shall be dedicated as a public park.

Section 58-136 of the ordinance amending Chapter 58, Article VI identifies Jennie Elizabeth Hughes Park as a dedicated park and is to be used for no other purpose.

The City Attorney has approved the ordinance amendment per legal form.

RECOMMENDATION

Staff recommends that City Council approve the ordinance amending Chapter 58, Article VI, by adding Section 58-136 of the Code of Ordinances on the second and final reading.

City of West University Place
Harris County, Texas

ORDINANCE NO. XX-XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS; AMENDING CHAPTER 58, ARTICLE VI, OF THE CODE OF ORDINANCES OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, BY ADDING A NEW SECTION 58-136 DEDICATING JENNIE ELIZABETH HUGHES PARK AS A PUBLIC PARK.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, THAT:

Section 1. Chapter 58, Article VI of the Code of Ordinances of the City of West University Place, Texas is amended by the adoption of a new Section 58-136 to read as set out in Appendix A, attached hereto. All other portions of Chapter 58 of the Code of Ordinances not specifically amended hereby remain in full force and effect.

Section 2. All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict only.

Section 3. If any word, phrase, clause, sentence, paragraph, section or other part of this Ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this Ordinance, nor the application of such word, phrase, clause, sentence, paragraph, section or other part of this Ordinance to any other persons or circumstances, shall be affected thereby.

Section 4. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this Ordinance was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

Section 5. This Ordinance takes effect immediately upon its passage and adoption on second reading.

PASSED, APPROVED AND ADOPTED ON FIRST READING on the ____ day
of _____, 2018.

**PASSED, APPROVED AND ADOPTED ON SECOND READING, AND
SIGNED**, on the ____ day of _____, 2018.

Councilmembers Voting Aye:

Attest: _____
City Secretary (Seal)

Signed: _____
Mayor

Recommended: _____
City Manager

Approved as to legal form: _____
City Attorney

City of West University Place
Harris County, Texas

Appendix A
(Adopted Section 58-136, Code of Ordinances)

Sec. 58-136. Jennie Elizabeth Hughes Park.

The property described as follows is dedicated as a public park and shall be known as "Jennie Elizabeth Hughes Park" Lot 1, Block 27, Section 1 of West University Place, Harris County, Texas (being located at the northwest corner of the intersection of Sewanee Avenue and Pittsburg Street and known as 6446 Sewanee Avenue), but excluding any existing streets, easements or rights-of-way.

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	October 22, 2018	AGENDA ITEM:	10C
DATE SUBMITTED:	October 8, 2018	DEPARTMENT:	Parks and Recreation
PREPARED BY:	Susan White	PRESENTER:	Susan White, Parks and Recreation Director
SUBJECT:	Establish Park Curfew Hours for Jennie Elizabeth Hughes Park - Second and Final Reading of the Ordinance		
ATTACHMENTS:	Ordinance Amending Chapter 58, Article I, Section 58-2		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO.:	N/A		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

In May 2018, City Council approved the construction of Jennie Elizabeth Hughes Park located at 6446 Sewanee. The park is scheduled to open on October 30, 2018, and in order enforce Park Curfew hours between 10:00pm and 7:00am, and create consistent curfew hours with the city's other parks, Chapter 58, Article I, Section 58-2 of the Code of Ordinances will need to be amended to include Jennie Elizabeth Hughes Park.

City Staff will install Park Rules signs with the park hours listed prior to the official park opening.

The City Attorney has approved the ordinance amendment per legal form.

RECOMMENDATION

Staff recommends that City Council approve the ordinance amending Chapter 58, Article I, Section 58-2 of the Code of Ordinances on the second and final reading.

City of West University Place
Harris County, Texas

ORDINANCE NO. XX-XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS; AMENDING CHAPTER 58, ARTICLE I, SECTION 58-2 OF THE CODE OF ORDINANCES OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, BY ESTABLISHING A CURFEW FOR JENNIE ELIZABETH HUGHES PARK.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, THAT:

Section 1. Chapter 58, Article I of the Code of Ordinances of the City of West University Place, Texas is amended by the repeal of the existing Section 58-2 and the adoption of a new Section 58-2 to read as set out in Appendix A, attached hereto. All other portions of Chapter 58 of the Code of Ordinances not specifically amended hereby remain in full force and effect.

Section 2. All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict only.

Section 3. If any word, phrase, clause, sentence, paragraph, section or other part of this Ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this Ordinance, nor the application of such word, phrase, clause, sentence, paragraph, section or other part of this Ordinance to any other persons or circumstances, shall be affected thereby.

Section 4. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this Ordinance was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

Section 5. This Ordinance takes effect immediately upon its passage and adoption on second reading.

PASSED, APPROVED AND ADOPTED ON FIRST READING on the 8th day
of October, 2018.

**PASSED, APPROVED AND ADOPTED ON SECOND READING, AND
SIGNED**, on the _____ day of _____, 2018.

Attest: _____
City Secretary (Seal)

Signed: _____
Mayor

Recommended: _____
City Manager

Approved as to legal form: _____
City Attorney

City of West University Place
Harris County, Texas

Appendix A

(Language to be added shown by underline, language to be deleted shown by strike-out).

(Amended Section 58-2, Code of Ordinances)

Sec. 58-2. - Park and playground hours; curfew.

(a) *Curfew.*

(1) *Generally.* A curfew is hereby established each night between the hours of 10:00 p.m. and 7:00 a.m. within the following: Colonial Park, Weir Park, Whitt Johnson Park, Judson Park, Huffington Park, Liberty Hill Park, Friends Park, Jennie Elizabeth Hughes Park, the West University Place Recreation Center and all other areas in the city limits hereafter formally dedicated for park purposes by ordinance duly adopted, and in the HISD licensed area.

(2) *Exception.* The West University Place Recreation Center may open between the hours of 5:00 a.m. and 7:00 a.m. for regularly scheduled activities if authorized to do so by the parks director and the city manager. Colonial Park Pool may open between the hours of 5:00 a.m. and 7:00 a.m. for regularly scheduled activities if authorized to do so by the parks director and the city manager.

(b) *Conduct unlawful.* During the hours of curfew established by this section, it shall be unlawful for any person to occupy or travel through any of the areas for which a curfew is established by this section, except:

(1) Occupancy and use, to the extent expressly authorized by a permit issued under this section, are not prohibited; and

(2) This subsection does not apply to city officers, agents or employees, law enforcement personnel, emergency medical personnel, firefighters or utility maintenance personnel, while they are performing the duties of their respective positions.

(c) *No-disturbance defense.* It is an affirmative defense to prosecution under this section that a person occupying or traveling through an area subject to curfew made no noise and engaged in no other activity that could disturb the sleep of a person of ordinary sensibilities in any nearby residence.

(d) *After-hours permits.* It is an affirmative defense to prosecution under this section that a valid after-hours permit authorized the conduct in question. Such permits may be issued by the responsible official designated under chapter 66. After-hours permits may only be issued for special or unanticipated activities for which there is no practical alternative area available. Each permit shall prescribe and limit the allowable use and occupancy to the minimum area, the minimum time and the minimum level of activity practicable under the circumstances.

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	October 22, 2018	AGENDA ITEM:	10D
DATE SUBMITTED:	October 16, 2018	DEPARTMENT:	Finance
PREPARED BY:	Harrison Nicholson, Treasurer	PRESENTER:	Harrison Nicholson, Treasurer
SUBJECT:	Consideration and Acceptance of the City of West University Place's September 2018 Quarterly Investment Report		
ATTACHMENTS:	September 2018 Quarterly Investment Report		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO.:	N/A		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

The City of West University Place, Texas in accordance with the Texas Government Code, Section 2256 (known as the Public Funds Investment Act or PFIA) requires that the City Council and City Manager receive quarterly investment reports. The purpose of this report is to provide a means for Council members, and staff to regularly review and monitor the City's investment position, and to demonstrate compliance with the City's Investment Policy and PFIA.

For the quarter ended September 30, 2018 the City's portfolio is in compliance with the relevant provisions of the Public Funds Investment Act and the investment strategies in the City's Investment Policy.

RECOMMENDATION

City Council consideration and acceptance of the City's September 2018 Quarterly Investment Report.



City of

West University Place

QUARTERLY INVESTMENT REPORT

SEPTEMBER 30, 2018

Presented October 22, 2018

ECONOMIC SUMMARY - September 2018:

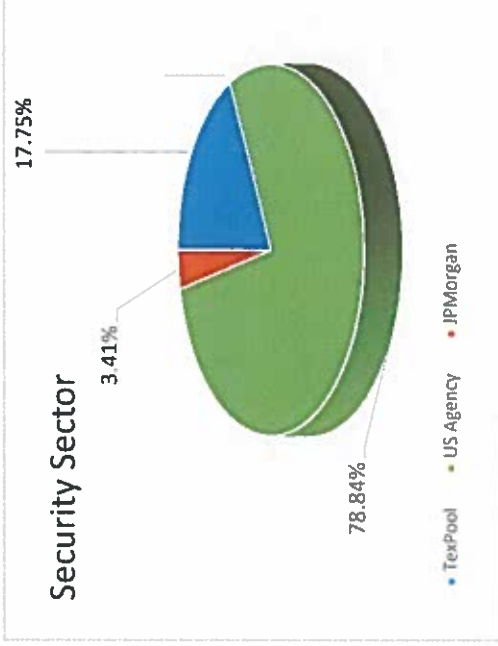
- The Federal Reserve convened twice during the third quarter. On Wednesday, August 1st, the overnight funds target remained unchanged at 2.00%. The overnight funds target increased 25 basis points from 2.00% to 2.25% on Wednesday, September 26th. Economists are looking for a total of 1 more rate hike in 2018 followed by potentially 2 -3 next year. The City has already seen the effects of the increase, with TexPool's interest rate increasing from 1.9206% at the beginning of the quarter to 2.1244% as of September 30, 2018.
- Metro Houston created 101,800 jobs from July 2017 to July 2018 which was an increase of 3.4%. The national average during the same time period was 1.6%. July marked the first period of local annual job growth exceeding 100,000 since February 2015. July also marked the ninth consecutive month that Houston has exceeded the national average according to the Bureau of Labor Statistics. The unemployment rate for the Houston MSA for August 2018 was 4.3% compared to 3.9% for the State and 3.7% nationwide.
- Consumer Price Index for the Houston MSA core based statistical area declined 0.5% in July and August and increased 2.3% over last year, for all items. Excluding energy (motor fuels and electricity) and food, CPI is up 1.4% over last year.

PORTFOLIO TRANSACTIONS : For the Quarter Ended September 2018

- Total Book Value of the City's portfolio decreased by \$2,025,361 from \$26.1 million to \$24.0 million for the quarter, as receipts for property, sales and franchise taxes as well as charges for services were offset by the operating expenditures during the quarter. This is typical for this time of the fiscal year as revenue inflows are higher in the first and second quarter. As a comparison, the third quarter of 2017 saw total Book Value decrease by \$1,841,834 from \$22.1 million to \$20.0 million.
- Investments in TexPool decreased by \$1,973,731 for the quarter, from \$6.3 million to \$4.3 million as the City used funds for regular and ongoing expenditure needs. Investments in securities remained consistent at \$18.9 million in comparison to the prior quarter. The City's average yield to maturity increased from 1.694% in June to 1.84% by September mainly as a result of reinvesting matured securities that had been at lower yield to maturity into securities with higher yield to maturity (due to increases in the Federal Reserve's overnight funds rate over the past year). Yield to maturity should increase in October for the full effects of the fed funds rate increase that occurred in September.



CITY OF WEST UNIVERSITY PLACE
 Quarterly Investment Report
 Period Ending: September 30, 2018



	July 1, 2018 Beginning Balance	September 30, 2018 Ending Balance
CASH AND INVESTMENT POOLS		
JPMorgan Chase Bank *	Market Value 871,285.92	820,843.54
TexPool	Market Value 6,252,158.20	4,278,427.03
AGENCY SECURITIES		
	Book Value 18,932,660.60	18,931,473.02
	Market Value 18,869,010.00	18,869,010.00
	Par Value 19,000,000.00	19,000,000.00
TOTAL PORTFOLIO		
	Book Value 26,056,104.72	24,030,743.59
	Market Value 25,992,454.12	23,968,280.57
	Par Value 26,123,444.12	24,099,270.57
	Weighted Average Call/Maturity (in Days) ** 169	
	Weighted Average Maturity (in Days) ** 169	
	Weighted Average Yield to Maturity ** 1.8400%	
	Earnings / Current Year to Date 320,728.00	
	Accrued Interest 112,590.96	
COMPARATIVE YIELDS		
	Treasury Bill / 3 Month 2.1700%	
	Treasury Bill / 6 Month 2.3400%	
	Treasury Note / 2 Year 2.7700%	

* Bank Statement Balance

This report is presented in accordance with the Texas Government Code Title 10 / Section 2256.023. The below signed hereby certify that, to the best of their knowledge on the date this report was generated, the City of West University Place is in compliance with the provisions of Government Code 2256 and with the stated policies and strategies of the City of West University Place.

Marie Kalka

Marie Kalka
 Finance Director

Harrison Nicholson

Harrison Nicholson
 Treasurer

City of West University Place
Portfolio Holdings
01 Monthly Investment Report - Part B
Report Format: By Transaction
Group By: Security Sector
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 9/30/2018

Description	CUSIP/ Ticker	Settlement Date	Face Amount/ Shares	Cost Value	Market Value	Book Value	YTM @ Cost	Maturity Date	Days To Maturity	Accrued Interest
Cash										
JPMorgan Chase Cash	CASH8159	12/31/2015	820,843.54	820,843.54	820,843.54	820,843.54	0.000	N/A	1	
Sub Total / Average			820,843.54	820,843.54	820,843.54	820,843.54	0.000		1	0.00
Local Government Investment Pool										
LGP LCIP	TEXPOOL	09/30/2008	4,278,427.03	4,278,427.03	4,278,427.03	4,278,427.03	1.995	N/A	1	
Sub Total / Average			4,278,427.03	4,278,427.03	4,278,427.03	4,278,427.03	1.995		1	0.00
US Agency										
FFCB 1.17 5/17/2019-16	3133EGAV7	05/17/2016	1,000,000.00	1,000,000.00	991,780.00	1,000,000.00	1.170	05/17/2019	229	4,322.50
FFCB 1.19 4/25/2019-17	3133EF4C8	04/25/2016	1,000,000.00	1,000,000.00	993,010.00	1,000,000.00	1.180	04/25/2019	207	5,123.61
FFCB 1.375 12/21/2018-16	3133EFSW8	12/21/2015	1,000,000.00	1,000,000.00	997,830.00	1,000,000.00	1.375	12/21/2018	82	3,781.25
FFCB 2.375 3/27/2020	3133EJHL6	03/27/2018	1,000,000.00	1,000,000.00	983,200.00	1,000,000.00	2.375	03/27/2020	544	187.92
FHLB 0.875 8/5/2019	3130ABY72	05/08/2018	1,000,000.00	981,122.77	985,600.00	987,119.56	2.427	08/05/2019	309	1,336.81
FHLB 1 9/26/2019	3130A9EP2	06/21/2018	1,000,000.00	981,840.65	984,370.00	985,870.05	2.458	09/26/2019	361	111.11
FHLB 1.03 7/12/2019-17	3130ABP72	07/12/2016	1,000,000.00	1,000,000.00	988,250.00	1,000,000.00	1.030	07/12/2019	285	2,231.67
FHLB 1.7 2/25/2019	3130A12Y3	07/24/2018	1,000,000.00	996,630.66	997,280.00	987,694.58	2.281	02/25/2019	148	1,652.78
FHLMC 1.05 12/28/2018-17	3134G8WU8	04/28/2016	1,000,000.00	1,000,000.00	997,090.00	1,000,000.00	1.050	12/28/2018	89	4,433.33
FNMA 1 2/26/2019	3135G0J53	06/21/2018	1,000,000.00	991,731.59	984,640.00	985,072.70	2.230	02/26/2019	149	844.44
FNMA 1 2/26/2019	3135G0J53	07/24/2018	1,000,000.00	992,725.64	994,640.00	994,990.30	2.250	02/26/2019	149	844.44
FNMA 1.13 7/26/2019-17	3136G3F42	07/26/2016	1,000,000.00	1,000,000.00	988,140.00	1,000,000.00	1.130	07/26/2019	299	2,008.89
FNMA 1.375 1/28/2019	3135G0H63	02/06/2018	2,000,000.00	1,989,200.00	1,983,720.00	1,996,379.55	1.935	01/28/2019	120	4,736.11
Sub Total / Average			14,000,000.00	13,933,351.31	13,898,570.00	13,957,116.74	1.774		221	31,824.86
US Treasury										
T-Note 1 9/30/2019	912828TR1	08/06/2018	1,000,000.00	984,320.34	983,750.00	985,287.72	2.500	09/30/2019	365	0.00
T-Note 1.25 12/31/2018	912828U99	02/06/2018	1,000,000.00	994,236.13	997,600.00	998,383.30	1.900	12/31/2018	92	3,125.00
T-Note 1.375 11/30/2018	912828TR9	04/16/2018	1,000,000.00	985,880.00	988,750.00	988,887.96	2.048	11/30/2018	61	4,583.33
T-Note 1.625 3/31/2019	912828C65	05/08/2018	1,000,000.00	984,566.07	996,060.00	996,975.61	2.240	03/31/2019	182	0.00
T-Note 1.625 6/30/2018	912828WS5	05/08/2018	1,000,000.00	982,071.31	993,280.00	984,821.69	2.329	06/30/2019	273	4,062.50
Sub Total / Average			5,000,000.00	4,961,073.85	4,969,440.00	4,974,356.28	2.203		195	11,770.83
Total / Average			24,098,270.57	23,983,695.73	23,968,280.57	24,030,743.59	1.842		189	43,595.69

Description	CUSIP/Ticker	Settlement Date	Maturity Date	Beginning BV	Ending BV	Beginning BV	Ending BV	Beginning Face Amount/Shares	Ending Face Amount/Shares	Ending Days To Call/Maturity	Ending YTM @ Maturity	Interest Earned During Period-BV	Ending Market Accrued Interest
Cash													
JPMorgan Chase Cash	CASH8159	12/31/2015	N/A	871,285.92	820,843.54	871,285.92	820,843.54	871,285.92	820,843.54	1	0.000	0.00	N/A
Sub Total/Average Cash				871,285.92	820,843.54	871,285.92	820,843.54	871,285.92	820,843.54	1	0.000	0.00	0.00
Local Government Investment Pool													
LGP LGP	TEXPOOL	09/30/2008	N/A	6,252,158.20	4,278,427.03	6,252,158.20	4,278,427.03	6,252,158.20	4,278,427.03	1	1.905	28,772.35	N/A
Sub Total/Average Local Government Investment Pool				6,252,158.20	4,278,427.03	6,252,158.20	4,278,427.03	6,252,158.20	4,278,427.03	1	1.905	28,772.35	0.00
US Agency													
FFCB 1 17 5/17/2018-16	3133EGAV7	05/17/2018	05/17/2018	999,560.00	991,790.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	229	1.170	2,925.00	4,322.50
FFCB 1 19 4/25/2018-17	3133EFAC8	04/25/2018	04/25/2018	999,550.00	993,010.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	207	1.190	2,975.00	5,123.61
FFCB 1 375 12/21/2018-18	3133EFSW8	12/21/2018	12/21/2018	998,350.00	997,630.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	82	1.375	3,437.50	3,781.25
FFCB 2 375 3/27/2020	3133EJHL8	03/27/2020	03/27/2020	993,200.00	993,200.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	544	2.375	5,937.50	197.92
FHLB 0 875 8/5/2018	3130A9Y72	05/08/2018	08/05/2018	983,200.00	985,800.00	983,318.78	987,119.58	1,000,000.00	1,000,000.00	309	2.427	5,988.28	1,358.81
FHLB 1 925/2019	3130AREP2	06/21/2018	09/26/2018	982,630.00	984,370.00	982,287.87	985,870.05	1,000,000.00	1,000,000.00	361	2.458	6,072.18	111.11
FHLB 1 03 7/1/2018-17	3130A9P72	07/12/2018	07/12/2018	985,870.00	988,250.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	285	1.000	2,575.00	2,231.87
FHLB 1 25 7/1/2018	3130A9T29	07/25/2017	07/19/2018	1,090,200.00	0.00	2,000,000.00	0.00	2,000,000.00	0.00			1,319.44	0.00
FHLB 1 7 2/25/2019	3130A12Y3	07/24/2018	02/25/2019	0.00	997,290.00	0.00	997,694.58	0.00	1,000,000.00	148	2.281	4,170.59	1,652.78
FHLB 1 8/28/2018-17	3134GABJ2	02/06/2018	08/28/2018	999,500.00	0.00	999,889.61	0.00	1,000,000.00	0.00			2,777.06	0.00
FHLB 1 05 12/28/2018-17	3134GRWU9	04/28/2016	12/28/2018	994,550.00	997,090.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	89	1.050	2,625.00	4,433.33
FNMA 1 2728/2019	3135GJL53	06/21/2018	02/28/2019	991,850.00	994,640.00	992,035.33	995,072.70	1,000,000.00	1,000,000.00	148	2.280	5,537.37	944.44
FNMA 1 2728/2019	3135GJL53	07/24/2018	02/28/2019	0.00	994,640.00	0.00	994,990.30	0.00	1,000,000.00	149	2.250	4,097.90	944.44
FNMA 1 13 7/28/2018-17	3136GJF42	07/28/2018	07/28/2018	988,340.00	988,140.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	290	1.130	2,825.00	2,008.99
FNMA 1 375 1/28/2019	3135GJH83	02/06/2018	01/28/2019	1,990,190.00	1,993,720.00	1,993,818.18	1,996,378.55	2,000,000.00	2,000,000.00	120	1.935	9,636.37	4,738.11
Sub Total/Average US Agency				14,888,388.00	13,899,578.00	14,956,189.77	13,957,116.74	15,000,000.00	14,000,000.00	221	1.771	62,899.28	31,824.88
US Treasury													
T-Note 1 8/30/2019	912828TR1	09/08/2018	08/30/2019	0.00	993,750.00	0.00	995,287.72	0.00	1,000,000.00	385	2.500	1,823.12	0.00
T-Note 1 25 12/31/2018	912828U99	02/06/2018	12/31/2018	995,500.00	997,600.00	996,768.61	998,383.30	1,000,000.00	1,000,000.00	92	1.900	4,741.69	3,125.00
T-Note 1 375 11/30/2018	912828W70	04/18/2018	11/30/2018	997,270.00	998,750.00	997,210.80	998,867.98	1,000,000.00	1,000,000.00	61	2.049	5,133.44	4,583.33
T-Note 1 825 3/31/2019	912828C65	05/08/2018	03/31/2019	995,160.00	996,060.00	995,448.90	996,975.61	1,000,000.00	1,000,000.00	182	2.240	5,813.51	0.00
T-Note 1 825 6/30/2019	912828W55	05/08/2018	06/30/2019	992,760.00	993,290.00	993,076.62	994,821.99	1,000,000.00	1,000,000.00	273	2.329	5,807.57	4,992.50
Sub Total/Average US Treasury				3,086,630.00	4,989,440.00	3,082,590.83	4,974,356.28	4,000,000.00	5,000,000.00	188	2.303	22,918.33	11,778.83
Total / Average				25,992,484.12	23,998,398.57	26,064,184.72	24,038,742.59	26,123,444.12	24,099,278.57	189	1.840	112,899.08	43,888.80

City of West University Place
Date To Date
01 Monthly Investment Report - Part A
Report Format: By Transaction
Group By: Security Sector
Portfolio / Report Group: All Portfolios
Begin Date: 6/30/2018, End Date: 9/30/2018

Description	CUSIP/ Ticker	Beginning Face Amount/ Shares	Ending Face Amount/ Shares	Beginning MV	Ending MV	Beginning BV	Ending BV	Beginning YTM @ Cost	Ending YTM @ Cost	Ending Market Accrued Interest	Interest/ Dividends	Interest Earned During Period-BV
Cash												
JPMorgan Chase Cash	CASH0159	871,285.92	820,843.54	871,285.92	820,843.54	871,285.92	820,843.54	0.000	0.000	N/A	0.00	0.00
Sub Total/Average Cash		871,285.92	820,843.54	871,285.92	820,843.54	871,285.92	820,843.54	0.000	0.000	0.00	0.00	0.00
Local Government Investment Pool												
LGIP LGIP	TEXPOOL	6,252,158.20	4,278,427.03	6,252,158.20	4,278,427.03	6,252,158.20	4,278,427.03	1.797	1.995	N/A	28,772.35	26,772.35
Sub Total/Average Local Government Investment Pool		6,252,158.20	4,278,427.03	6,252,158.20	4,278,427.03	6,252,158.20	4,278,427.03	1.797	1.995	0.00	28,772.35	26,772.35
US Agency												
FFCB 1.17 5/17/2018-16	3133EGAV7	1,000,000.00	1,000,000.00	999,560.00	991,790.00	1,000,000.00	1,000,000.00	1.170	1.170	4,322.50	0.00	2,925.00
FFCB 1.19 4/25/2018-17	3133EF4C8	1,000,000.00	1,000,000.00	999,550.00	993,010.00	1,000,000.00	1,000,000.00	1.190	1.190	5,123.61	0.00	2,975.00
FFCB 1.375 12/21/2018-16	3133EFSW8	1,000,000.00	1,000,000.00	995,350.00	997,830.00	1,000,000.00	1,000,000.00	1.375	1.375	3,781.25	0.00	3,437.50
FFCB 2.375 3/27/2020	3133EJHL8	1,000,000.00	1,000,000.00	1,000,900.00	993,200.00	1,000,000.00	1,000,000.00	2.375	2.375	197.92	11,875.00	5,937.50
FHLB 0.875 8/5/2019	3130A8Y72	1,000,000.00	1,000,000.00	993,200.00	985,600.00	993,318.78	987,119.56	2.427	2.427	1,336.61	4,375.00	5,988.28
FHLB 1.925/2019	3130A8EP2	1,000,000.00	1,000,000.00	982,530.00	984,370.00	982,297.87	985,870.05	2.459	2.459	111.11	5,000.00	6,072.18
FHLB 1.03 7/1/2019-17	3130A8P72	1,000,000.00	1,000,000.00	985,670.00	988,250.00	1,000,000.00	1,000,000.00	1.030	1.030	2,231.67	5,150.00	2,575.00
FHLB 1.25 7/1/2018	3130A8T29	2,000,000.00	0.00	1,999,200.00	0.00	2,000,000.00	0.00	1.250		0.00	12,500.00	1,319.44
FHLB 1.7 2/25/2019	3130A12Y3	0.00	1,000,000.00	0.00	997,290.00	0.00	997,884.58		2.281	1,652.78	8,500.00	4,170.59
FHLB 1.8/28/2018-17	3134GABJ2	1,000,000.00	0.00	998,500.00	0.00	998,899.61	0.00	1.888		0.00	5,000.00	2,777.08
FHLB 1.05 12/28/2018-17	3134G8WU9	1,000,000.00	1,000,000.00	994,550.00	997,090.00	1,000,000.00	1,000,000.00	1.050	1.050	4,433.33	0.00	2,625.00
FNMA 1.225/2019	3135GQJ53	1,000,000.00	1,000,000.00	991,850.00	994,640.00	992,035.33	995,072.70	2.230	2.230	944.44	5,000.00	5,537.37
FNMA 1.2/26/2019	3135GQJ53	0.00	1,000,000.00	0.00	994,640.00	0.00	994,990.30		2.250	844.44	5,000.00	4,097.99
FNMA 1.13 7/28/2019-17	3136G3F42	1,000,000.00	1,000,000.00	986,340.00	988,140.00	1,000,000.00	1,000,000.00	1.130	1.130	2,009.89	5,650.00	2,825.00
FNMA 1.375 1/28/2019	3135G0H63	2,000,000.00	2,000,000.00	1,990,180.00	1,993,720.00	1,993,618.18	1,996,379.55	1.935	1.935	4,736.11	13,750.00	9,636.37
Sub Total/Average US Agency		15,000,000.00	14,888,398.00	14,888,398.00	13,889,570.00	14,950,159.77	13,957,116.74	1.830	1.771	31,824.86	81,800.00	62,899.28
US Treasury												
T-Note 1.930/2019	912828TR1	0.00	1,000,000.00	0.00	983,750.00	0.00	985,287.72		2.500	0.00	5,000.00	1,623.12
T-Note 1.25 12/31/2018	912828U99	1,000,000.00	1,000,000.00	995,500.00	997,800.00	996,786.61	998,383.30	1.900	1.900	3,125.00	0.00	4,741.69
T-Note 1.375 11/30/2018	912828RT9	1,000,000.00	1,000,000.00	997,270.00	998,750.00	997,210.80	998,887.96	2.048	2.048	4,583.33	0.00	5,133.44
T-Note 1.625 3/31/2019	912828C65	1,000,000.00	1,000,000.00	995,160.00	996,060.00	995,446.80	996,975.61	2.240	2.240	0.00	8,125.00	5,613.51
T-Note 1.625 6/30/2019	912828WS5	1,000,000.00	1,000,000.00	992,700.00	993,280.00	993,076.62	994,821.69	2.329	2.329	4,062.50	0.00	5,807.57
Sub Total/Average US Treasury		4,000,000.00	5,000,000.00	3,980,830.00	4,989,440.00	3,982,509.83	4,974,356.28	2.129	2.203	11,770.83	13,125.00	22,819.33
Total / Average		26,123,444.12	24,999,270.57	25,992,464.12	23,969,290.57	26,058,104.72	24,030,743.59	1.892	1.840	43,995.69	121,897.35	112,590.96

City of West University Place
Transactions Summary
MONTHLY Transaction Summary - by Action
Group By: Action
Portfolio / Report Group: All Portfolios
Begin Date: 06/30/2018, End Date: 09/30/2018

Description	CUSIP/ Ticker	Coupon Rate	Security Sector	Security Type	Maturity Date	Settlement Date	Trade Date	Face Amount/ Shares	Principal	Interest/ Dividends	Total	Price	YTM @ Cost
Buy													
FHBL 1.7 2/25/2019	3130A12Y3	1.700	US Agency	FHBL Bond	02/25/2019	07/24/2018	07/23/2018	1,000,000.00	996,630.66	7,036.11	1,003,666.77	99.653066	2.281
FHMA 1.2/26/2019	3135GJL53	1.000	US Agency	FHMA Bond	02/26/2019	07/24/2018	07/23/2018	1,000,000.00	992,725.64	4,111.11	996,836.75	99.272564	2.250
T-Note 1.5/30/2019	912828TR1	1.000	US Treasury	Treasury Note	09/30/2019	09/06/2018	09/05/2018	1,000,000.00	984,320.34	4,344.26	988,664.60	98.432034	2.500
Sub Total / Average								3,000,000.00	2,973,676.64	15,491.48	2,989,168.12		
Deposit													
JPMorgan Chase Cash	CASH8159	N/A	Cash	Cash	N/A	08/31/2018	08/31/2018	675,392.72	675,392.72	0.00	675,392.72	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	09/28/2018	09/28/2018	7,831.16	7,831.16	0.00	7,831.16	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	08/31/2018	08/31/2018	8,908.48	8,908.48	0.00	8,908.48	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	07/31/2018	07/31/2018	10,032.71	10,032.71	0.00	10,032.71	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	07/20/2018	07/20/2018	1,500,000.00	1,500,000.00	0.00	1,500,000.00	100	0.000
Sub Total / Average								2,202,165.07	2,202,165.07	0.00	2,202,165.07		
Interest													
FFCB 2.3/27/2020	3133EJHL6	2.375	US Agency	FFCB Bond	03/27/2020	09/27/2018	09/27/2018	0.00	0.00	11,875.00	11,875.00		0.000
FHBL 0.875 8/5/2019	3130A9Y72	0.875	US Agency	FHBL Bond	08/05/2019	09/05/2018	09/05/2018	0.00	0.00	4,375.00	4,375.00		0.000
FHBL 1.9/26/2019	3130A9E72	1.000	US Agency	FHBL Bond	09/26/2019	09/26/2018	09/26/2018	0.00	0.00	5,000.00	5,000.00		0.000
FHBL 1.03 7/12/2019-17	3130ABP72	1.030	US Agency	FHBL Bond	07/12/2019	07/12/2018	07/12/2018	0.00	0.00	5,150.00	5,150.00		0.000
FHBL 1.25 7/19/2018	3130ABT29	1.250	US Agency	FHBL Bond	07/19/2018	07/19/2018	07/19/2018	0.00	0.00	12,500.00	12,500.00		0.000
FHBL 1.7 2/25/2019	3130A12Y3	1.700	US Agency	FHBL Bond	02/25/2019	08/25/2018	08/25/2018	0.00	0.00	8,500.00	8,500.00		0.000
FHLMC 1.8/28/2018-17	3134GABJ2	1.000	US Agency	FHLMC Bond	08/28/2018	08/28/2018	08/28/2018	0.00	0.00	5,000.00	5,000.00		0.000
FHMA 1.2/26/2019	3135GJL53	1.000	US Agency	FHMA Bond	02/26/2019	08/26/2018	08/26/2018	0.00	0.00	10,000.00	10,000.00		0.000
FHMA 1.13 7/26/2019-17	3135GJF42	1.130	US Agency	FHMA Bond	07/26/2019	07/26/2018	07/26/2018	0.00	0.00	5,650.00	5,650.00		0.000
FHMA 1.375 1/28/2019	3135GJH63	1.375	US Agency	FHMA Bond	01/28/2019	07/28/2018	07/28/2018	0.00	0.00	13,750.00	13,750.00		0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	09/28/2018	09/28/2018	0.00	0.00	7,831.16	7,831.16		0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	08/31/2018	08/31/2018	0.00	0.00	8,908.48	8,908.48		0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	07/31/2018	07/31/2018	0.00	0.00	10,032.71	10,032.71		0.000
T-Note 1.5/30/2019	912828TR1	1.000	US Treasury	Treasury Note	09/30/2019	09/30/2018	09/30/2018	0.00	0.00	5,000.00	5,000.00		0.000
T-Note 1.625 3/31/2019	912828C65	1.625	US Treasury	Treasury Note	03/31/2019	09/30/2018	09/30/2018	0.00	0.00	8,125.00	8,125.00		0.000
Sub Total / Average								0.00	0.00	121,897.35	121,897.35		
Matured													
FHBL 1.25 7/19/2018	3130ABT29	1.250	US Agency	FHBL Bond	07/19/2018	07/19/2018	07/19/2018	2,000,000.00	2,000,000.00	0.00	2,000,000.00	0	0.000
FHLMC 1.8/28/2018-17	3134GABJ2	1.000	US Agency	FHLMC Bond	08/28/2018	08/28/2018	08/28/2018	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0	0.000
Sub Total / Average								3,000,000.00	3,000,000.00	0.00	3,000,000.00		
Withdraw													
JPMorgan Chase Cash	CASH8159	N/A	Cash	Cash	N/A	09/30/2018	09/30/2018	500,187.11	500,187.11	0.00	500,187.11	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	07/31/2018	07/31/2018	225,647.99	225,647.99	0.00	225,647.99	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	09/26/2018	09/26/2018	500,000.00	500,000.00	0.00	500,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	09/05/2018	09/05/2018	700,000.00	700,000.00	0.00	700,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	08/01/2018	08/01/2018	300,000.00	300,000.00	0.00	300,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	07/23/2018	07/23/2018	2,000,503.52	2,000,503.52	0.00	2,000,503.52	0	0.000
Sub Total / Average								4,226,338.62	4,226,338.62	0.00	4,226,338.62		

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	October 22, 2018	AGENDA ITEM:	10E
DATE SUBMITTED:	October 17, 2018	DEPARTMENT:	Administration
PREPARED BY:	Staff	PRESENTER:	M. Christopher Peifer, City Manager
SUBJECT:	Fee Schedule Update – Second and Final Reading		
ATTACHMENTS:	1. Proposed Ordinance 2. Appendix A – Fee Table		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO.:	N/A		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

City Financial Policy states, in part: “*All fee schedules, user charges, and charges for utility services should be reviewed and adjusted to insure that rates are both equitable and sufficient to cover the cost of provided service as deemed appropriate by Council.*” In order to comply with this policy, each year, in connection with the annual budget process, staff reviews all fees and charges. The proposed changes were presented to and discussed with council at the September 29, 2018 budget workshop. As a result of this review, for fiscal year 2019 we are recommending the following changes to the City’s fee schedule.

F.002	AMBULANCE SERVICE		
	Oxygen Supply	Commercial/ Individual	Commercial/ Individual
		FY2018	FY2019
	Corrugated Aerosol Tubing	\$ 5.00	Eliminated
	Airway Supply	Commercial/ Individual	Commercial/ Individual
		FY2018	FY2019
	LMA	\$ 80.00	Eliminated
	King Airway name change to IGel	\$ 90.00	\$ 90.00
	Soul-Cortef	\$ 37.98	Eliminated
F.004	BUILDING		
		FY2018	FY2019

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

	2" Water connection permit and meter service installation to service new structure.	\$ 3,400.00	\$ 3,500.00
	Duplicate permit card fee	\$ 50.00	\$ 100.00
	Reinspection fee (following routine inspection)	\$ 50.00	\$ 100.00
F.011	MUNICIPAL COURT		
		FY2018	FY2019
	Convenience Fee - In Person	0.00%	3.50%
F.013	PARKS AND RECREATION		
		FY2018	FY2019
	WUP Rec. Center		
	Daily Walk-In Seniors aged 65 through 74	\$ 2.00	Eliminated
	Daily Walk In Adult Guest of Resident 18 and Older	\$ 11.00	\$ 12.00
	Walk In Youth 17 and younger	\$ 4.00	Eliminated
	Walk in Youth Guest of Resident 17 and Younger	\$ 7.00	Eliminated
	Individual Seniors age 65 to 74 Annual membership fee	\$ 90.00	\$ 125.00
	Individual Monthly EFT	\$ 26.00	\$ 25.00
	Individual Senior Monthly EFT ages 65 to 74	\$ 9.00	\$ 10.00
	Individual Monthly	\$ 35.00	\$ 25.00
	Individual Senior Monthly ages 65 to 74	\$ 12.00	\$ 10.00
	Couple Annual	\$ 310.00	\$ 330.00
	Couple Senior Annual ages 65 to 74	\$ 120.00	\$ 165.00
	Couple Senior Monthly EFT ages 65 to 74	\$ 11.00	\$ 15.00
	Blended Age Couple Annual one partner 75 or older	\$ 130.00	Eliminated
	Blended Age Couple Annual one partner age 65 to 74	\$ 190.00	Eliminated
	Couple Monthly EFT	\$ 31.00	\$ 30.00
	Blended Age Couple Monthly EF one partner 75 or older	\$ 12.00	Eliminated
	Blended Age Couple Monthly EFT one partner age 65 to 74	\$ 18.00	Eliminated
	Couple Monthly	\$ 40.00	\$ 30.00
	Blended Age Couple Monthly one partner 75 or older	\$ 16.00	Eliminated
	Blended Age Couple Monthly one partner age 65 to 74	\$ 23.00	Eliminated
	Family Annual	\$ 375.00	\$ 410.00
	Family Monthly EFT	\$ 35.00	\$ 40.00
	Family Monthly	\$ 48.00	\$ 40.00
	Resident College Student Visiting Pass - Calendar Year Term Only	\$ 70.00	Eliminated
	Weekly Resident House Guest Pass	\$ -	\$ 30.00
	Colonial Park Pool		
	Daily Walk-in	\$ 5.00	\$ 6.00
	Daily Walk-in (Guest of Resident)	\$ 8.00	\$ 12.00
	Season Resident House Guest Pass	\$ 200.00	Eliminated
	Individual Season Pass	\$ 100.00	\$ 105.00
	Couples Season Pass	\$ 140.00	\$ 160.00
	Family Season Pass	\$ 210.00	\$ 240.00

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

	Weekly Resident House Guest Pass	New	\$ 30.00
	Nanny Pass	\$ 12.00	\$ 25.00
	WUPRC & CPP Combination Memberships		
	Combination Individual Annual Membership to the West University Place Recreation Center and Colonial Park Pool	\$ 300.00	Eliminated
	Combination Couple Annual Membership to the West University Place Recreation Center and Colonial Park Pool	\$ 390.00	\$ 430.00
	Combination Family Annual Membership to the West University Place Recreation Center and Colonial Park Pool	\$ 500.00	\$ 575.00
	Weekly Resident House Guest Pass	\$ 25.00	Eliminated
	Weekly Resident House Guest Pass	\$ 75.00	Eliminated
	Weekly Resident House Guest Pass	\$ 200.00	Eliminated
	Tennis Memberships		
	Tennis Court Reservation Fee	\$ 4.00	\$ 6.00
	Tennis Court “Preferred Membership” - Monthly Fee with WUPRC Membership	\$ 10.00	Eliminated
	Senior Tennis Court Membership	New	\$ 100.00
	Senior Tennis Court Membership - Annual Fee with WUPRC Membership	New	\$ 60.00
	Rentals		
	* Janitorial Fee: At ALL rentals, where food and beverages are served, janitorial services will be required	\$ 45.00	\$ 55.00
	Community Building / Senior Center		
	Kitchen (Resident)	\$ 25.00	\$ 30.00
	Kitchen (Non-resident w/ resident sponsor)	\$ 35.00	\$ 45.00
	Large Room: Auditorium and Senior Congregant Room (Resident)	\$ 50.00	\$ 60.00
	Large Room: Auditorium and Senior Congregant Room (Non Resident w/ resident sponsor)	\$ 75.00	\$ 90.00
	John Neighbors Senior Room (Resident)	New	\$ 60.00
	John Neighbors Senior Room (Non-resident w/resident sponsor)	New	\$ 90.00
	Small Room: Activity Room A and Activity Room B (Resident)	\$ 35.00	\$ 40.00
	Small Room: Activity Room A and Activity Room B (Non Resident w/ resident sponsor)	\$ 45.00	\$ 65.00
	Meeting Room (Resident)	New	\$ 40.00
	Meeting Room (Non-Resident w/ resident sponsor)	New	\$ 65.00
	Scout House		
	Scout House (Resident)	\$ 40.00	\$ 50.00
	Scout House (Non Resident w/ resident sponsor)	\$ 60.00	\$ 70.00
	Colonial Park Pool & Park Pavilion Rentals		

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

	*Exclusive Pool & Multi-Purpose Room Rental: Involves a private pool party, only offered in “season” and on identified days/times. Resident Only	\$ 400.00	\$ 480.00
	Colonial Park Pavilion (Resident)	\$ 50.00	\$ 60.00
	Colonial Park Pavilion (Non-resident w/ resident sponsor)	\$ 75.00	\$ 90.00
	*Janitorial Fee: At ALL rentals, where food and beverages are served, janitorial services will be required.	\$ 45.00	\$ 55.00
	*Colonial Park Multi-Purpose Room & Pool Use: Involves exclusive use of the Multi-Purpose Room and general pool admission, only offered in “season”, during normal operating hours Resident Only	\$ 200.00	\$ 240.00
	*Off Season Multi-Purpose Room Rental: Involves NO pool use Resident Only	\$ 60.00	\$ 70.00
	Wooden Deck Rental (Byron St) : Involves exclusive use of the Wooden Deck and general pool admission, only offered in “season”, during normal operating hours Resident Only	\$ 175.00	\$ 210.00
	Wooden Deck Rental (Case St) : Involves exclusive use of the Wooden Deck and general pool admission, only offered in “season”, during normal operating hours Resident Only	New	\$ 210.00
	Off - Season Wooden Deck (Case St.) Resident	New	\$ 60.00
	Off - Season Wooden Deck (Case St.) Non- Resident with resident sponsor	New	\$ 90.00
	Alcohol Fees		
	Administration Fee	\$ 25.00	\$ 50.00

RECOMMENDATION

Approve second and final reading of ordinance updating the 2019 fee schedule.

City of West University Place
Harris County, Texas

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING THE FEE SCHEDULE OF THE CODE OF ORDINANCES OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS; AND CONTAINING FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, THAT:

Section 1. The Fees & Charges Schedule of the Code of Ordinances of the City of West University Place, Texas is hereby amended to read in its entirety as set out in Appendix A, which is attached and made a part of this ordinance.

Section 2. This Ordinance applies from and after the Effective Date. New or changed water rates and charges shall apply to each billing period beginning upon the approval of this ordinance. For prior billing periods, the fees and charges in effect immediately before the Effective Date ("Prior Fees") shall govern. The Prior Fees are continued in effect for this purpose.

Section 3. All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict only.

Section 4. If any word, phrase, clause, sentence, paragraph, section or other part of this Ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this Ordinance, nor the application of such word, phrase, clause, sentence, paragraph, section or other part of this Ordinance to any other persons or circumstances, shall be affected thereby.

Section 5. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this Ordinance was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

Section 6. This Ordinance shall take effect of January 1, 2019 ("Effective Date") unless otherwise noted.

PASSED, APPROVED and ADOPTED on first reading on October 15 , 2018.

PASSED, APPROVED and ADOPTED on second reading AND SIGNED on October 22, 2018.

(Seal)

Attest: _____
City Secretary

Signed: _____
Mayor

Recommended: _____
City Manager

Reviewed: _____
City Attorney

Appendix A
Fees & Charges Schedule

F.001 Administration
F.002 Ambulance Service
F.003 Animals
F.004 Building
F.005 Building and Standards Commission
F.006 Electrical Work
F.007 Garbage Service
F.008 Health
F.009 Heating, Ventilation and Air Conditioning
F.010 Liquor Licenses and Permits
F.011 Municipal Court
F.012 Parabolic Dish Antenna

F.013 Parks and Recreation
F.014 Removal/Trimming Fee
F.015 Plumbing and Gas
F.016 Sexually Oriented Businesses and Adult Arcades
F.017 Signs
F.018 [Reserved]
F.019 Trees
F.020 Water and Sewer Service
F.021 Zoning and Planning Commission
F.022 Zoning Board of Adjustment
F.023 Public Safety

F.001 ADMINISTRATION					
				FY2019	
	Motor vehicle decal charges			\$ 1.00	
	Commercial impact zone permit fee			\$ 10.00	For first motor vehicle and \$5 per motor vehicle thereafter
	Returned check (or ACH payment) fee			\$ 35.00	Also applies to payments returned by automated or electronic payment systems (ACH). Applies to payments of all kind, e.g., taxes, permits, fees, charges, utility rates and all other purposes.
	Lien release fee			\$ 25.00	
	Acquiescence to encroachment fee			\$ 100.00	
	Municipal Setting Designation Processing Fee			\$ 500.00	
	Alcohol Variance Request			\$ 250.00	
	Special events fee				Actual cost
	Use of City-owned photocopier			\$ 0.10	Per copy
	Convenience fee for on-line transactions			2.75 % of total transaction amount	
GEOGRAPHIC INFORMATION SYSTEM					
	Standard map - 8 1/2" x 11" color			\$ 0.75	
	Standard map - 11" x 17" color			\$ 1.00	
	Standard map - 24" x 36" color			\$ 15.00	
	Standard map - 36" x 48" color			\$ 17.50	
	Standard map - 42" x 52" color			\$ 20.00	
	Custom map - same as above + hourly labor charges			\$ 20.00	
F.002 AMBULANCE SERVICE					
Commercial/Auto/Individuals Base Rates				Commercial/Individual	Notes
	FY2019		FY2019	FY2019	
BLS Emergency A0429	\$ 758.60	\$	758.60	\$ 844.60	
BLS Non-emergency A0428	\$ 736.45	\$	736.45	\$ 820.91	
ALS-1 Non-emerg. A0426	\$ 870.35	\$	870.35	\$ 970.26	
ALS-1 Emergency A0427	\$ 895.59	\$	895.59	\$ 999.10	
ALS-2 A0433	\$ 1,033.61	\$	1,033.61	\$ 1,153.09	
Ground Mileage A0425	\$ 14.43	\$	14.43	\$ 15.39	
Decontamination				\$ 75.00	
Extra Attendant		\$	75.00	\$ 75.00	
Bariatric				\$ 75.00	
Procedures				Commercial/Individual	
	FY2019		FY2019	FY2019	
BLS AED				\$ 219.00	
ALS AED				\$ 219.00	
Capnography				\$ 45.00	
Cardiac/EKG Monitoring				\$ 195.54	
Chest Decompression				\$ 250.00	
CPAP				\$ 100.94	
CPR				\$ 150.00	
Defib/Pacing				\$ 250.00	
Extrication				\$ 180.00	
Glucometer				\$ 45.00	
Immobilization (backboard, combicarrier or scoop)				\$ 45.00	
Intubation (ET/EOA)				\$ 45.00	
K.E.D.				\$ 45.00	
Nebulizer Treatment				\$ 25.00	
OB Delivery				\$ 75.00	

	Oxygen Administration			\$	45.00
	Pulse Oximeter			\$	10.00
	Restraint			\$	45.00
	Splinting			\$	75.00
	Suction			\$	45.00
	Traction Splint			\$	67.50
	Tracheotomy Procedure			\$	295.00
	Medical Supply	FY2019	FY2019	Commercial/Individual	FY2019
	Adhesive Tape			\$	5.00
	Bandages			\$	21.22
	Betadine Swab			\$	2.50
	Blanket - disposable			\$	28.33
	Bulb Syringe			\$	5.00
	Burn Sheet			\$	36.55
	Cervical Collar			\$	53.25
	Chest Decompression Kit			\$	120.00
	Chest Seal (Disposable)			\$	27.00
	Cold Pack			\$	5.00
	Combat Tourniquet			\$	55.41
	Convenience Bag			\$	5.00
	Defib/Pacing Pads - Adult			\$	85.00
	Defib/Pacing Pads - Pedi			\$	98.00
	Disp. Head Immobilizer			\$	65.00
	EKG Electrodes - 3 Lead			\$	33.00
	EKG Electrodes - 12 Lead			\$	132.00
	Eye Wash			\$	15.00
	Gauze Pad 4x4			\$	5.00
	Gauze pad 5x9			\$	10.00
	Gloves - Pair			\$	5.00
	Glucose Strip			\$	10.00
	Hot Pack			\$	2.50
	Isolation/Infection Control Kit			\$	58.35
	Kerlix Soft Roll Gauze			\$	5.00
	KY Jelly			\$	5.00
	Linen (Disposable)			\$	8.50
	OB Kit			\$	45.00
	Padded Board Splint			\$	36.00
	Petroleum/Vaseline Gauze			\$	2.50
	Pillow - disposable			\$	20.00
	Quick Clot			\$	55.00
	Roller Gauze 4'			\$	5.00
	Silver Rescue Blanket			\$	27.50
	Silver Swaddler			\$	27.50
	Splint (SAM)			\$	25.00
	Sterile Water/Saline			\$	5.00
	Thermometer Cover			\$	5.00
	Trauma Dressing (Multi)			\$	15.00
	Triangle Bandage			\$	5.00
	Oxygen Supply	FY2019	FY2019	Commercial/Individual	FY2019
	Oxygen USP		\$ 90.18	\$	90.18
	Aerosol Mask			\$	10.00
	Corrugated Aerosol Tubing				Eliminated
	CO2 Detector			\$	25.00
	Humidifier			\$	10.00
	Nasal Cannula			\$	5.00
	Non-Rebreather Mask			\$	10.00

	Airway Supply			Commercial/Individual	
		FY2019	FY2019	FY2019	
	Adult BVM			\$ 40.00	
	Child BVM			\$ 40.00	
	CO2 Sampling Line			\$ 24.00	
	CPAP Mask/Tubing			\$ 124.29	
	Endotracheal Inducer (Bougie)			\$ 12.84	
	Disposable SPO2 Sensor			\$ 43.32	
	Endotracheal Tube (ET)			\$ 25.00	
	Endotracheal Tube Holders			\$ 10.00	
	ETCO2 Sensor			\$ 23.50	
	FilterLine H Set			\$ 59.70	
	Infant BVM			\$ 40.00	
	King Airway change: iGel			\$ 90.00	
	King Vision Blade			\$ 49.00	
	Laryngoscope Blade Disposable			\$ 25.00	
	LMA			Eliminated	
	MucosalAirwayDevice(MAD)			\$ 17.48	
	Magill Forceps			\$ 10.00	
	Oral Airway			\$ 10.00	
	PNEUPAC Vent Circuit			\$ 44.00	
	Suction Cannister			\$ 20.00	
	Suction Catheter (Yankuer)			\$ 10.00	
	Suction Cath. (Looped)			\$ 5.00	
	Suction Tubing			\$ 5.00	
	IV Supply			Commercial/Individual	
		FY2019	FY2019	FY2019	
	Angio Catheter (14G-22G)			\$ 10.00	
	Buretrol Volume (Pedi)			\$ 31.84	
	Drip Multi (10,150,60)			\$ 20.00	
	EZIO Needle			\$ 205.00	
	IO Needle			\$ 211.15	
	Needles (18G-22G)			\$ 5.00	
	Saline Flush			\$ 10.00	
	Saline Lock			\$ 10.00	
	Starter Kit IV			\$ 45.00	
	Syringe 1cc			\$ 2.50	
	Syringe 3cc			\$ 5.00	
	Syringe 5cc			\$ 7.50	
	Syringe 10cc			\$ 10.00	
	Syringe 30cc			\$ 15.00	
	Syringe 60cc			\$ 20.00	
	Fluids			Commercial/Individual	
		FY2019	FY2019	FY2019	
	Normal Saline 1000			\$ 42.58	
	Normal Saline 500			\$ 39.48	
	Normal Saline 250			\$ 19.73	
	Normal Saline 100			\$ 19.73	
	Drugs			Commercial/Individual	
		FY2019	FY2019	FY2019	
	Acetaminophen/Tylenol			\$ 2.50	
	Adenocard/Adenoside			\$ 177.00	
	Albuterol /Proventil			\$ 14.42	
	Amiodarone/Cordarone			\$ 52.00	
	Ammonia Inhalant			\$ 2.50	
	Aspirin/ASA 81mg			\$ 2.50	
	Atropine			\$ 40.00	
	Atrovent/Ipratropium			\$ 14.42	
	Benadryl/Diphenhydramine			\$ 6.70	
	Calcium Chloride/CaCl			\$ 25.41	
	Cardizem/Diltiazem			\$ 74.16	
	Cyanokit/Cyanide Antidote			\$ 1,850.00	

	Dextrose 25%			\$	35.86	
	Dextrose 50%			\$	71.74	
	EPI 1:1000			\$	10.00	
	EPI 1:10000			\$	18.00	
	Fentanyl/Sublimaze			\$	10.82	
	Glucagon/Glucagen			\$	585.70	
	Glucagon/Glucagen Oral			\$	11.00	
	Haldol/Haloperidol			\$	22.00	
	Ketalar/Ketamine			\$	20.17	
	Labetalol/Normodyne			\$	18.85	
	Lidocaine/Xylocaine 2% 100mg			\$	20.00	
	Magnesium Sulfate			\$	10.00	
	Naloxone/Narcan			\$	81.43	
	NTG/Nitroglycerine spray			\$	35.41	
	NTG/Nitroglycerine tab			\$	7.25	
	Sodium Bicarbonate 8.4% Adult			\$	33.27	
	Soul-Cortef				Eliminated	
	Solumedrol			\$	29.00	
	Thiamine/B-1			\$	45.84	
	Versed/Midazolam			\$	25.00	
	Zofran/Ondansetron			\$	10.00	
	<i>Exceptions:</i> (1) Amounts billed to other governmental units are determined by the applicable contracts or arrangements with those units. (2) The City may accept assignment of Medicare and Medicaid claims or payments, in which case, the amount payable is determined by the appropriate regulations. Such amount shall control over the charges set out above, in case of any difference.					
F.003	ANIMALS					
				FY2019		
	Original registration of dogs and cats			\$	20.00	<i>Exception:</i> \$15 for owners over 65 years of age.
	Annual dangerous dog registration			\$	250.00	(fee is in addition to the above registration fees)
	First violation and impoundment fee			\$	50.00	\$100 if animal is: (i) not registered or (ii) a dangerous dog
	Second violation and impoundment fee			\$	75.00	\$150 if animal is: (i) not registered or (ii) a dangerous dog
	Third and all successive violations and impoundment fees			\$	100.00	\$200 if animal is: (i) not registered or (ii) a dangerous dog
	Daily kennel fees			\$	20.00	
	<i>Note:</i> All original registration fees shown, with the exception of the dangerous dog fee, are one-time fees that register the animal for life.					
F.004	BUILDING					
				FY2019		
	Annual contractor registration fee			\$	75.00	
	Permit application fee			\$	40.00	In addition to applicable plan checking or permit fee
	Plan checking fee (applies to all plan submissions, unless otherwise specifically indicated; payable in addition to permit fee)			50% of the corresponding permit fee		Plan checking fee must be paid each time plans are submitted or re-submitted. <i>Exception:</i> The building official may reduce the re-submission fee if the time required to check the re-submission is materially lower than original submission; \$25.00 minimum
	Drainage plan review fees			\$	25.00	
	New construction permit fee (Single family residential)			\$	0.55 per square foot	
	New construction permit fee (Other)			\$	0.55 per square foot	
	Remodeling and repair permit fee (Single family residential)			See Note		\$ 20.00 for \$1,000 or less in construction value plus \$3.75 per \$1,000 in construction value thereafter
	Remodeling and repair permit fee (Other)			See Note		\$ 60.00 for \$1,000 or less in construction value plus \$3.75 per \$1,000 in construction value thereafter
	Fence or wall permit fee					\$ 0.85 per linear foot; \$30.00 min.
	Driveway permit fee			\$	80.00	Includes entrance ramp permit fee
	Fire systems					
	Plan checking fee: \$100 per set for original submission, \$50 for re-submission (not credited to permit fees). Permit fees are \$50 for each automatic fire extinguishing system and each alarm and detection system. For sprinkler systems, the fee is increased by either \$25 (residential) or \$50 plus \$1.75 per head (non-residential). Fire system fees are payable in addition to all other fees.					
	Sidewalk permit fee			\$	1.00 per linear foot	
	Street or curb permit fee			\$	25.00	For regulated facilities under Chapter 19, add \$150 for plan-checking plus application fees
	<i>Exception:</i> The permit fee for work affecting new roadways under Chapter 19 is \$100, plus the estimated out-of-pocket expenses that may be incurred by the City in connection with the work, including engineering review, extra inspections or testing, supplemental traffic control, etc. The building official shall estimate such expenses at the time of application and shall collect at least 110% of the estimate as a deposit. The building official may require a permittee to supplement the deposit as the work proceeds. When the work is finished, the building official shall refund any part of the deposit that exceeds the actual permit fees due in connection with the work.					

	PWSF (low-impact) permit, for equipment attached to existing structures with no new electrical, alteration or construction			\$100.00 per site	Non-low-impact PWSF permits require a special exception; see F.022, below
	All other PWSF (low-impact) permits			\$500.00 per site	Non-low-impact PWSF permits require a special exception; see F.022, below
	Registration for house movers fee			\$ 500.00	
	Renewal fee			\$ 400.00	
	Moving permit fee			\$ 500.00	
	Occupancy inspection fee (Single family residential)			\$ 50.00	
	Occupancy inspection fee (Other)			\$ 100.00	
	5/8" Water connection permit and meter service installation, to upgrade or add to an existing structure.			Eliminated	Short Side Service Connection. Irrigation Only Services are restricted to 3/4 inch Service or less.
	5/8" Water connection permit and meter service installation, to upgrade or add to an existing structure.			Eliminated	Long Side Service Connection. Irrigation Only Services are restricted to 3/4 inch Service or less.
	5/8" Water connection permit and meter service installation to service new structure.			Eliminated	Short Side Service Connection. Irrigation Only Services are restricted to 3/4 inch Service or less.
	5/8" Water connection permit and meter service installation to service new structure.			Eliminated	Long Side Service Connection. Irrigation Only Services are restricted to 3/4 inch Service or less.
	3/4" Water connection permit and meter service installation, to upgrade or add to an existing structure.			\$ 1,200.00	Short Side Service Connection. Irrigation Only Services are restricted to 3/4 inch Service or less.
	3/4" Water connection permit and meter service installation, to upgrade or add to an existing structure.			\$ 2,000.00	Long Side Service Connection. Irrigation Only Services are restricted to 3/4 inch Service or less.
	3/4" Water connection permit and meter service installation to service new structure.			\$ 3,200.00	Short Side Service Connection. Irrigation Only Services are restricted to 3/4 inch Service or less.
	3/4" Water connection permit and meter service installation to service new structure.			\$ 4,000.00	Long Side Service Connection. Irrigation Only Services are restricted to 3/4 inch Service or less.
	1" Water connection permit and meter service installation, to upgrade or add to an existing structure.			\$ 1,400.00	Short Side Service Connection. Irrigation Only Services are restricted to 3/4 inch Service or less.
	1" Water connection permit and meter service installation, to upgrade or add to an existing structure.			\$ 2,200.00	Long Side Service Connection. Irrigation Only Services are restricted to 3/4 inch Service or less.
	1" Water connection permit and meter service installation to service new structure.			\$ 3,300.00	Short Side Service Connection. Irrigation Only Services are restricted to 3/4 inch Service or less.
	1" Water connection permit and meter service installation to service new structure.			\$ 4,500.00	Long Side Service Connection. Irrigation Only Services are restricted to 3/4 inch Service or less.
	1-1/2" Water connection permit and meter service installation, to upgrade or add to an existing structure.			\$ 2,200.00	Short Side Service Connection. Irrigation Only Services are restricted to 3/4 inch Service or less. Services greater in size than 1" require that certification based on minimum pipe sizes as listed in the Plumbing Code currently adopted by the City. This certification must be prepared, signed and sealed by a Licensed Professional Engineer.
	1-1/2" Water connection permit and meter service installation, to upgrade or add to an existing to service new structure.			\$ 2,900.00	Long Side Service Connection. Irrigation Only Services are restricted to 3/4 inch Service or less. Services greater in size than 1" require that certification based on minimum pipe sizes as listed in the Plumbing Code currently adopted by the City. This certification must be prepared, signed and sealed by a Licensed Professional Engineer.
	1-1/2" Water connection permit and meter service installation, to upgrade or add to an existing to service new structure.			\$ 3,500.00	Short Side Service Connection. Irrigation Only Services are restricted to 3/4 inch Service or less. Services greater in size than 1" require that certification based on minimum pipe sizes as listed in the Plumbing Code currently adopted by the City. This certification must be prepared, signed and sealed by a Licensed Professional Engineer.
	1-1/2" Water connection permit and meter service installation, to upgrade or add to an existing structure.			\$ 4,600.00	Long Side Service Connection. Irrigation Only Services are restricted to 3/4 inch Service or less. Services greater in size than 1" require that certification based on minimum pipe sizes as listed in the Plumbing Code currently adopted by the City. This certification must be prepared, signed and sealed by a Licensed Professional Engineer.
	2" Water connection permit and meter service installation, to upgrade or add to an existing structure.			\$ 2,200.00	Short Side Service Connection. Irrigation Only Services are restricted to 3/4 inch Service or less. Services greater in size than 1" require that certification based on minimum pipe sizes as listed in the Plumbing Code currently adopted by the City. This certification must be prepared, signed and sealed by a Licensed Professional Engineer.

	2" Water connection permit and meter service installation, to upgrade or add to an existing structure.			\$ 2,900.00	Long Side Service Connection. Irrigation Only Services are restricted to 3/4 inch Service or less. Services greater in size than 1" require that certification based on minimum pipe sizes as listed in the Plumbing Code currently adopted by the City. This certification must be prepared, signed and sealed by a Licensed Professional Engineer.
	2" Water connection permit and meter service installation to service new structure.			\$ 3,500.00	Short Side Service Connection. Irrigation Only Services are restricted to 3/4 inch Service or less. Services greater in size than 1" require that certification based on minimum pipe sizes as listed in the Plumbing Code currently adopted by the City. This certification must be prepared, signed and sealed by a Licensed Professional Engineer.
	2" Water connection permit and meter service installation to service new structure.			\$ 4,600.00	Long Side Service Connection. Irrigation Only Services are restricted to 3/4 inch Service or less. Services greater in size than 1" require that certification based on minimum pipe sizes as listed in the Plumbing Code currently adopted by the City. This certification must be prepared, signed and sealed by a Licensed Professional Engineer.
	Water connection permit for any service greater than 2" will require that the owner or contractor acquire the services of a company with a Licensed Master Plumber registered with the City.			\$ 475.00	Fee covers plan checking cost and permit cost only. The City provides no construction or materials. Irrigation Only Services are restricted to 3/4 inch Service or less. Services greater in size than 1" require that certification based on minimum pipe sizes as listed in the Plumbing Code currently adopted by the City. This certification must be prepared, signed and sealed by a Licensed Professional Engineer.
	Sanitary Sewer, connection permit and service installation for any service			Actual Cost Plus \$375.00	Fee will be based on actual cost Plus \$375.00, for most customers this will involve a Concrete Cut in the Roadway and total cost are expected to be from \$8,000.00 to \$12,000.00. There is no fee to use an existing service that is on the property with a usable cleanout in the street ROW, if the sewer was either installed or approved by the city.
	Demolition permit fee			\$ 250.00	
	Swimming pool permit fee			\$ 150.00	
	Duplicate permit charge			\$ 25.00	
	Duplicate permit card fee			\$ 100.00	
	Premature work charge (Starting before permit is issued)				100% of the permit fee (additional) \$150.00 minimum
	Reinspection fee (following routine inspection)			\$ 100.00	Must be paid before reinspection; and in any event before any certificate of occupancy or similar approval is issued. Fees may be appealed to BSC, and may be paid without prejudice to such an appeal.
	Reinspection fee (mandatory reinspection following notice of violation of building or zoning ordinances or other applicable regulations)			\$125.00 for the first violation item plus \$25.00 for each additional	Must be paid before any other inspections are scheduled, and in any event before any certificate of occupancy or similar approval is issued. Fees may be appealed to BSC, and may be paid without prejudice to such an appeal. BSC may reduce or abate this fee (and any appeal fees), if no violation occurred, or for other good cause shown.
	Permit renewal fee				50% of the original permit fee
F.005	BUILDING AND STANDARDS COMMISSION				
				FY2019	
	Application fee			\$ 100.00	
	Cost of Notices			\$200.00	In addition to all other fee items, the applicant must pay the City's actual out-of-pocket cost of giving notices and recording decisions in the real property records. A deposit of \$200.00 is due at the time of application. Any excess cost must be paid before the hearing or release of decision.
F.006	ELECTRICAL WORK				
				FY2019	
	Annual license fee (Master electrician)			No Charge	Per Senate Bill 3329
	Permit application fee			\$ 40.00	
	Temporary service permit fee			\$ 40.00	
	Meter loop and service permit fee			\$ 50.00	
	Outlet or light fixture permit fee			\$ 1.00	
	Appliance permit fee			\$ 5.00	
	Motor permit fee			\$ 10.00	
	Service reconnection permit fee			\$ 15.00	

	Electrical sign permit fee			\$ 15.00	
	Sign Changing Display			\$ 125.00	
	Swimming Pool NEW lights/motors/pumps			\$ 65.00	
	Replacement PoolSpa Motors			\$ 10.00	
	Electric Water Heater			\$ 15.00	
	Transformer			\$ 25.00	
	Electric Fence Gate			\$ 65.00	
	Emergency Reconnect			\$ 110.00	
	Generator			\$ 50.00	
	CT/MRI/X-Ray Machines			\$ 65.00	
	Sub-panel			\$ 35.00	
	Minimum permit fee			\$ 35.00	
	Premature work charge (Starting before a permit is issued)				100% of the permit fee (additional) \$150.00 minimum
	Reinspection fee			\$ 50.00	
	Permit renewal fee				50% of the original permit fee
*	FIRE DEPARTMENT FEES See "BUILDING, Fire systems"				
F.007	GARBAGE SERVICE				
				FY2019	
	Monthly dwelling unit charge			\$ 31.40	Basic fee, for basic service only.
	Monthly dwelling unit charge (Claims Over 65 Exemption According to the Harris County Appraisal District)			\$ 15.95	Basic fee, for basic service only.
	Monthly dwelling unit charge (Claims Disabled Exemption According to the Harris County Appraisal District)			\$ 15.95	Basic fee, for basic service only.
	Special pick-up of items at curbside, not on a regular collection day for those items at that location			Min. \$50.00 or actual cost of labor and equipment	Special service fee, in addition to basic fee.
	Special handling of items not bagged, prepared or placed as required for basic service. <i>Example:</i> Leaves and grass clippings in non-approved bags.			Min. \$50.00 or actual cost of labor and equipment	Special service fee, in addition to basic fee and any other applicable special service fee
F.008	HEALTH				
				FY2019	
	Permit application fee			\$ 30.00	
	Annual food establishment permit fee			\$ 120.00	
	Temporary food establishment permit fee (Special event)			\$ 16.00	
F.009	HEATING, VENTILATION, AND AIR CONDITIONING				
				FY2019	
	Annual contractor registration fee			\$ 75.00	
	NEW Residential HVAC System			\$ 200.00	Per unit
	NEW (Addition) Residential HVAC System			\$ 50.00	Per unit
	Replacement Heating and air conditioning permit fee (Residential)			\$ 25.00	Per unit
	Boiler Inspection (Annual)			\$ 50.00	Per unit
	New Boiler 1,000,000 BTU's or less			\$ 75.00	
	Replacement Commercial Air Handler			\$ 30.00	Per unit
	Fire Damper			\$ 10.00	Per unit
	Fireplace (Residential)			\$ 25.00	Per unit
	Heating and air conditioning permit fee (Commercial)			\$ 100.00	For first 140,000 btu's and \$5 per 100,000 btu's thereafter
	Permit application fee			\$ 40.00	
	Local vent permit fee			\$ 5.00	
	Minimum permit fee			\$ 25.00	
	Premature work charge (Starting before a permit is issued)				100% of the permit fee (additional) \$150.00 minimum
	Reinspection fee			\$ 50.00	
	Permit renewal fee				50% of the original fee
F.010	LIQUOR LICENSES AND PERMITS				
	All liquor permit fees and license fees are regulated by the State.				

F.011	MUNICIPAL COURT				
				FY2019	
	Clearance letter			\$ 25.00	
	Complaint and judgment copy charge			\$ 2.00	
	Convenience Fee - Online			6.50%	
	Convenience Fee - In Person			3.50%	
	Court costs are regulated by the State.				
	All state-prescribed court costs apply.				
F.012	PARABOLIC DISH ANTENNAS				
				FY2019	
	Permit application fee			\$ 30.00	
	Installation permit fee			\$ 50.00	
F.013	PARKS AND RECREATION				
				FY2019	
	WUP Rec. Center				Available to Residents Only
	All WUP Residents 75 and older and WUP residents with a Disability Exemption are allowed FREE membership			NO FEE	
	All WUP residents ages 65 to 74 will receive at least a 50% discount on all membership fees			At least a 50% Discount	Any resident age 65 to 74 may request a waiver for the membership fee, no questions asked, and receive that privilege.
	Daily Walk In Residents			\$ 6.00	All Ages
	Daily Walk-In Seniors aged 65 through 74			Eliminated	
	Daily Walk In Adult Guest of Resident			\$ 12.00	All Ages; Must be accompanied by a West U Resident
	Walk In Youth 17 and younger			Eliminated	
	Walk in Youth Guest of Resident 17 and Younger			Eliminated	
	Individual Annual			\$ 250.00	
	Individual Seniors age 65 to 74 Annual membership fee			\$ 125.00	
	Individual Monthly EFT			\$ 25.00	
	Individual Senior Monthly EFT ages 65 to 74			\$ 10.00	
	Individual Monthly			\$ 25.00	
	Individual Senior Monthly ages 65 to 74			\$ 10.00	
	Couple Annual			\$ 330.00	
	Couple Senior Annual ages 65 to 74			\$ 165.00	
	Couple Senior Monthly ages 65 to 74			\$ 15.00	
	Couple Senior Monthly EFT ages 65 to 74			\$ 15.00	
	Blended Age Couple Annual one partner 75 or older			Eliminated	
	Blended Age Couple Annual one partner age 65 to 74			Eliminated	
	Couple Monthly EFT			\$ 30.00	
	Blended Age Couple Monthly EFT one partner 75 or older			Eliminated	
	Blended Age Couple Monthly EFT one partner age 65 to 74			Eliminated	
	Couple Monthly			\$ 30.00	
	Blended Age Couple Monthly one partner 75 or older			Eliminated	
	Blended Age Couple Monthly one partner age 65 to 74			Eliminated	
	Family Annual			\$ 410.00	
	Family Monthly EFT			\$ 40.00	
	Family Monthly			\$ 40.00	
	Resident College Student Visiting Pass - Calendar Year Term Only			Eliminated	Calendar year membership for college students returning home for the summer or various holiday breaks.
	Weekly Resident House Guest Pass			\$ 30.00	Individual option only
	Colonial Park Pool				Available to Residents Only
	All WUP residents 65 and older and WUP residents with a Disability Exemption are allowed FREE membership			NO FEE	
	Daily Walk-in			\$ 6.00	All Ages
	Daily Walk-in (Guest of Resident)			\$ 12.00	All Ages; Must be accompanied by a West U Resident
	Season Resident House Guest Pass			Eliminated	Individual option only - WUPRC & CPP Combination Only - Reference Recreation Center Memberships
	Individual Season Pass			\$ 105.00	2018 Colonial Season
	Couples Season Pass			\$ 160.00	2018 Colonial Season
	Family Season Pass			\$ 240.00	2018 Colonial Season
	Weekly Resident House Guest Pass			\$ 30.00	Individual option only
	Nanny Pass			\$ 25.00	Nanny Photo ID pass; use restricted exclusively to pool visits with their resident charge(s).

WUPRC & CPP Combination Memberships					Available to Residents Only
Combination Individual Annual Membership to the West University Place Recreation Center and Colonial Park Pool			Eliminated		
Combination Couple Annual Membership to the West University Place Recreation Center and Colonial Park Pool			\$ 430.00		
Combination Family Annual Membership to the West University Place Recreation Center and Colonial Park Pool			\$ 575.00		
Weekly Resident House Guest Pass			Eliminated		Individual option only - WUPRC & CPP Combination Only - Reference Recreation Center Memberships
Weekly Resident House Guest Pass			Eliminated		Individual option only - WUPRC & CPP Combination Only - Reference Recreation Center Memberships
Weekly Resident House Guest Pass			Eliminated		
Members Only Benefits of Colonial Park Pool Membership			Complimentary		Members entitled to a variety of complimentary or discounted privileges including but not limited to; Opening Weekend Celebration, Dive-In Movie Nights, Mom's Spa day, Ice Cream Socials, priority registration for all pool related events and 10% discount on all pool rentals.
Tennis Memberships					Available to Residents Only
Tennis Court Reservation Fee			\$ 6.00		
Tennis Court "Membership"			\$ 200.00		Annual Fee
Tennis Court "Membership" - Annual Fee with WUPRC Membership			\$ 120.00		Annual Fee / with WUPRC Membership Only
Tennis Court "Preferred Membership" - Monthly Fee with WUPRC Membership			Eliminated		Monthly Fee / with WUPRC Membership Only
Senior Tennis Court Membership			\$ 100.00		Annual Fee
Senior Tennis Court Membership - Annual Fee with WUPRC Membership			\$ 60.00		Annual Fee / with WUPRC Membership Only
Rentals					Rentals Available to Non- Residents only with a Resident Sponsor, EXCEPTION: Colonial Park Pool Rentals are available to Residents Only
* Janitorial Fee: At ALL rentals, where food and beverages are served, janitorial services will be required			\$ 55.00		Flat Fee
Security Deposit: required for ALL rentals			\$ 200.00		
Community Building / Senior Center					
Kitchen (Resident)			\$ 30.00		Flat Fee
Kitchen (Non-resident w/ resident sponsor)			\$ 45.00		Flat Fee
Auditorium (Resident)			\$ 60.00		Hourly Rate / 2hr minimum
Auditorium (Non Resident w/ resident sponsor)			\$ 90.00		Hourly Rate / 2hr minimum
John Neighbors Senior Room (Resident)			\$ 60.00		Hourly Rate
John Neighbors Senior Room (Non-resident w/resident sponsor)			\$ 90.00		Hourly Rate
Activity Room (Resident)			\$ 40.00		Hourly Rate / 2hr minimum
Activity (Non Resident w/ resident sponsor)			\$ 65.00		Hourly Rate / 2hr minimum
Meeting Room (Resident)			\$ 40.00		Hourly Rate / 2hr minimum
Meeting Room (Non-Resident w/ resident sponsor)			\$ 65.00		Hourly Rate / 2hr minimum
Scout House					
Scout House (Resident)			\$ 50.00		Hourly Rate / 2hr minimum
Scout House (Non Resident w/ resident sponsor)			\$ 70.00		Hourly Rate / 2hr minimum

Colonial Park Pool & Park Pavilion Rentals				
*Exclusive Pool & Multi-Purpose Room Rental: Involves a private pool party, only offered in "season" and on identified days/times. Resident Only			\$ 480.00	Per hour with a two hour minimum rental period. Maximum number of guests allowed is 250.
Colonial Park Pavilion (Resident)			\$ 60.00	Hourly Rate / 2hr minimum
Colonial Park Pavilion (Non-resident w/ resident sponsor)			\$ 90.00	Hourly Rate / 2hr minimum
*Janitorial Fee: At ALL rentals, where food and beverages are served, janitorial services will be required.			\$ 55.00	Flat Fee
*Colonial Park Multi-Purpose Room & Pool Use: Involves exclusive use of the Multi-Purpose Room and general pool admission, only offered in "season", during normal operating hours Resident Only			\$ 240.00	Per hour with a two hour minimum rental period. Maximum number of guests allowed is 60.
*Off Season Multi-Purpose Room Rental: Involves NO pool use Resident Only			\$ 70.00	\$60.00 Hourly with a two-hour minimum rental period. Additional Janitorial fees will be charged if food and beverages are served.
Wooden Deck Rental (Byron St) : Involves exclusive use of the Wooden Deck and general pool admission, only offered in "season", during normal operating hours Resident Only			\$ 210.00	Per hour with a two hour minimum rental period. Maximum number of guests allowed is 60.
Wooden Deck Rental (Case St) : Involves exclusive use of the Wooden Deck and general pool admission, only offered in "season", during normal operating hours Resident Only			\$ 210.00	Per hour with a two hour minimum rental period. Maximum number of guests allowed is 60.
Off - Season Wooden Deck (Case St.) Resident			\$ 60.00	Hourly Rate / 2hr minimum
Off - Season Wooden Deck (Case St.) Non- Resident with resident sponsor			\$ 90.00	Hourly Rate / 2hr minimum
Alcohol Fees				Appendix A Amended Section 10-10, Code of Ordinances - Consumption in public places. City Council has authorized the issuance of permits for the limited consumption and distribution of alcoholic beverages within public places, specifically at the Colonial Park Pavilion, Community Building/Senior Center and the West University Place Recreation Center, by the City Manager or his designee.
Administration Fee			\$ 50.00	Per Event
Security Deposit Fee			\$ 300.00	Per Event
<i>Institutional Exchanges.</i> The Parks & Recreation Director may waive all or part of the Parks & Recreation fees prescribed by this section, subject to the following regulations: (1) The applicant must be an institution, either public or non-profit, with facilities located within the City; (2) The portion of the fees waived may not exceed the value of facilities made available by the institution to the City for public use (e.g., for meetings, elections, emergency operations, etc.); (3) The maximum amount of fees that may be waived is \$500 per institution per year; (4) Passes and permits issued to an institution under this section may be assigned or resold by the institution, but the actual user must qualify for the type of pass or permit in question, and the City must be notified.				
F.014 REMOVAL/TRIMMING FEE				
			FY2019	
Vegetation Removal/trimming			Min \$150	\$150 or actual cost if higher for labor, equipment, materials or third party contractor.
F.015 PLUMBING AND GAS				
			FY2019	
Permit application fee			\$ 40.00	
Plumbing Fixture or Gas outlet permit fee			\$ 10.00	Applies to each fixture and outlet.
Shower Pan			\$ 10.00	
Residential NEW House Plumbing & Gas			\$ 300.00	
Medical Gas/Vacuum System			\$ 75.00	
Gas test			\$ 25.00	
Gas Repair & Test			\$ 25.00	
Annual Gas Test			\$ 50.00	
Grease trap permit fee			\$ 50.00	
Irrigation system permit fee			\$ 25.00	
Service line permit fee			\$ 10.00	
Minimum permit fee			\$ 25.00	
Premature work charge (Starting before a permit is issued)				100% of the permit fee (additional) \$150.00 minimum
Reinspection fee			\$ 50.00	
Permit renewal fee				50% of the original permit fee

	Water Heater Replacement			\$ 25.00	New Fee
F.016	SEXUALLY ORIENTED BUSINESSES AND ADULT ARCADES				
				FY2019	
	Sexually oriented business application fee (Original)			\$ 350.00	
	Sexually oriented business application fee (Renewal)			\$ 100.00	
	Sexually oriented business transfer fee			\$ 300.00	
	Adult arcade application fee			\$ 75.00	
	Adult arcade reinspection fee			\$ 60.00	
	Adult arcade transfer or amendment fee			\$ 15.00	
F.017	SIGNS				
				FY2019	
	Biennial Operating Permit fee after initial 2 years (all permanent signs)			\$10.00 + \$.50/SF of sign face area	
	Permit application fee			\$ 40.00	(New Sign Permit valid for two years)
	Festival Sign Permit Fee			\$ 5.00	
	Sign permit fee			\$ 2.00	Per square foot of sign face
	Minimum permit fee			\$ 25.00	
	Premature work charges (starting before a permit is issued)			\$150.00 + Regular sign permit fees	
	Reinspection fee			\$ 50.00	
	Sign operating permit fee (Payable per sign, per term of permit. Term is one year for temporary signs, 24 months for all others.)			\$10.00 plus \$0.50 per sq. ft. of display area	"Display area" and "sign" are defined in Chapter 6. <i>Exceptions:</i> Fees do not apply to signs covered by affirmative defenses or signs for conforming uses allowed in residential districts.
F.018	Reserved				
F.019	TREES - URBAN FOREST PRESERVATION				
				FY2019	
	Replacement Planting Fee per Caliper Inch			\$ 250.00	Fee for replacement trees when planting on site is not an option.
	Removal permit fee			\$ 50.00	<i>Exception:</i> There is no fee for dead, dying, diseased, hazardous or Class 4 trees.
	Low impact evaluation fee			\$ 50.00	Non-structures such as patios, irrigation systems, etc.
	Survey and disposition review fee (major construction)			\$ 250.00	Includes new construction including residential, commercial, pools, major additions, etc.
	Survey and disposition review fee (minor construction)			\$ 150.00	Includes demolitions, garages, alterations and renovations.
F.020	WATER AND SEWER SERVICE				
				FY2019	
	New service connect			\$ 50.00	Each time service is established
	Delinquent account service fee				Fee per meter for accounts that are subject to disconnection due to past due status of the bill. The fee is charged on these accounts regardless if the service is disconnected or not.
	After hours delinquent reconnect fee			\$ 60.00	Reconnect service after 4 p.m. or before 8 a.m.
	Deposit			\$ 200.00	Maximum for residential accounts
	Return check (or ACH) charge			\$ 35.00	Maximum for non-residential accounts (builders, developers, commercial) (see "Administration")
	Periodic Charges:				
	The total charge per month for each customer is the sum of the applicable base monthly charges (for both water and sewer), for each meter, plus the charges for gallons (for both water and sewer) delivered through each meter, all calculated separately for each meter according to the schedules set out below.				
	Notes:				
	(1) "Residential-only premises" refers to premises that are used only for residential purposes.				
	(2) "Water-only meters" refers to meters that serve only irrigation systems and other fixtures from which there is no return flow into the sanitary sewer system; "regular meters" refers to all other meters.				

Base monthly charges:				
<i>Meters serving residential-only premises:</i>				
3/4" meter:			\$ 10.89	
1" meter			\$ 24.34	
1-1/2" meter			\$ 46.39	
<i>Meters serving any other premises:</i>				
3/4" meter			\$ 31.94	
1" meter			\$ 44.98	
1-1/2" meter			\$ 66.55	
2" meter			\$ 202.79	
3" meter			\$ 544.52	
Gallonge charges (per 1,000 gallons):				
<i>Regular meters:</i>				
First 3,000 gallons (0 to 3,000)			\$ 4.30	
Next 6,000 gallons (3,001 to 9,000)			\$ 5.23	
Next 6,000 gallons (9,001 to 15,000)			\$ 6.22	
Each 1,000 gallons thereafter (over 15,000)			\$ 7.41	
<i>Water-only meters:</i>				
First 7,500 gallons			\$ 5.78	
Each 1,000 gallons thereafter (over 7,500)			\$ 7.41	
Sewer Rates				
Base monthly charges:				
Meters serving residential-only premises			\$ 9.00	
Meters serving any other premises			\$ 21.57	
Gallonge charges (per 1,000 gallons)				
Residential-only premises			\$ 4.00	
Any other premises			\$ 4.00	
WATER METER REPLACEMENT CHARGES				
Replace damaged 3/4" water meter.			\$ 300.00	Includes cost for labor and misc. materials
Replace damaged 1" water meter.			\$ 400.00	Includes cost for labor and misc. materials
Replace damaged 1 1/2" water meter.			\$ 1,400.00	Includes cost for labor and misc. materials
Replace damaged 2" water meter.			\$ 1,600.00	Includes cost for labor and misc. materials
F.021 ZONING & PLANNING COMMISSION				
	Plats and replats			
	Rezoning requested by applicant for that person's special benefit			

F.022	ZONING BOARD OF ADJUSTMENT				
	Appeal of building official decision				
	Special exception				
	Variance				
	Other application				
	Cost of notices				
	Refunds				
F.023	PUBLIC SAFETY				
				FY2019	
	Alarm Permit Application Fee			\$ 30.00	
	Annual permit renewal fee			\$ 15.00	
	Burglary False Alarm Fees			\$ 50.00	Per occurrence on the 4th and 5th false alarm in a 12 month period.
	Burglary False Alarm Fees			\$ 75.00	Per occurrence on the 6th and 7th false alarm in a 12 month period.
	Burglary False Alarm Fees			\$ 100.00	Per occurrence on the 8th or more false alarms in a 12 month period.
	Fire or Medical False Alarm Fees			\$ 175.00	Per occurrence on the 4th or more false alarms in a 12 month period.
	Copies of accident reports or accident information				
	Certification that no such report or information is on file			\$ 6.00	
	CPR/AED Certification Class			\$ 40.00	
	DirectLink Monthly Alarm Fee			\$ 35.00	

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	October 22 2018	AGENDA ITEM:	10F
DATE SUBMITTED:	October 17, 2018	DEPARTMENT:	Parks and Recreation
PREPARED BY:	Thelma Gilliam City Secretary	PRESENTER:	Susan White, PARD Director
SUBJECT:	Resolution Appointing/Reappointing Members to Friends of West University Parks Fund, Inc., Board		
ATTACHMENTS:	1. Resolution 2. Applications for new appointee		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO.:	N/A		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

The Friends of West University Parks Fund, Inc., Board (Board) is requesting approval of a resolution appointing Stephen Olson (see attached application) to Position 15 of the Friends Board. Appropriate officials have vetted the applicant and are satisfied that he will be an excellent addition to the Board.

RECOMMENDATION

Staff recommends Council approve the resolution appointing Stephen Olson to Position 15 of the Friends of West University Parks Fund, Inc., for the term ending August 31, 2020.

City of West University Place
Harris County, Texas

RESOLUTION NUMBER XXXX-XX

A RESOLUTION APPOINTING A MEMBER TO THE BOARD OF THE FRIENDS OF WEST UNIVERSITY PARKS FUND, INC., A NON-PROFIT CORPORATION

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE:

Section 1. That the following person is appointed to serve as a member on the Board of the Friends of West University Parks Fund, Inc., a non-profit corporation, for the specific term of the specific position indicated below:

<u>APPOINTEE</u>	<u>EFFECTIVE DATE</u>	<u>POSITION</u>	<u>TERM ENDING</u>
Stephen Olson	October 22, 2018	Position 15	August 31, 2020

Section 2. All resolutions and parts of resolutions in conflict herewith are hereby repealed to the extent of the conflicts only.

Section 3. If any word, phrase, clause, sentence, paragraph, section or other part of this resolution or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this resolution and the application of such word, phrase, clause, sentence, paragraph, section or other part of this resolution to any other persons or circumstances shall not be affected thereby.

Section 4. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this resolution was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

PASSED AND APPROVED this 22nd day of October 22, 2018.

ATTEST:

SIGNED:

Thelma A. Gilliam, City Secretary

Susan Sample, Mayor

(SEAL)

RECOMMENDED BY:

APPROVED AS TO FORM:

M. Chris Peifer, City Manager

Alan Petrov, City Attorney

CITY OF WEST UNIVERSITY PLACE

Board and Committee Membership Application

Name: STEPHEN OLSON Office Phone: [REDACTED]

Home Address: [REDACTED] Cell Phone: [REDACTED]

Email Address: [REDACTED] Home Phone:

Employed By/Retired From: JONES DAY
(Please Circle One)

Spouses Name: AMANDA OLSON
(Please Circle One)

Employed By/Retired From: MD ANDERSON
(Please Circle One)

Education: STEPHEN - JD FROM UT AUSTIN; AMANDA - MD FROM UGA

Background, Experience, Special Talents, etc. OUTSIDE PRO BONO COUNSEL TO THE WORLD BANK; HEAD OF BUSINESS DEVELOPMENT.

Previous Board or Committee Experience: PROFESSIONAL BOARDS + COMMITTEES

Specific Board or Committee Applied for: FRIENDS OF WEST U PARKS

If no Specific Board or Committee, Area of Interest:

Why are you interested in this board, committee or area of service? AS A TWELVE YEAR WEST U RESIDENT, MY FAMILY AND I ARE AVID USERS OF THE PARKS AND WISH TO CONTRIBUTE ^{OUR} TIME AS WELL AS RESOURCES TO MAINTAIN & GROW THE P.

Limitations on Availability: NO

References (optional):

FOR CITY USE ONLY:

Date Interviewed:

Qualified for (1):

Qualified for (2):